
College of Central Florida
Meeting of the District Board of Trustees
Wednesday, January 22, 2025
3:00 p.m.
Founders Hall Board Room
Ocala Campus

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

MINUTES

1. Adoption of Minutes
-

CONSENT AGENDA

Routine Business

2. Personnel Actions
 3. Agreement for Services of International Independent Contractors
 4. Health Care Affiliation & Internship Agreements
 5. School Board of Citrus County – Mid Florida Career Pathway Consortium – Renewal
-

OTHER BUSINESS

For the Record (First Reading)

Board Policies/Actions/Rule Adoption

6. Board Policies/Actions
 - A. 1.01 Equal Access/Equal Opportunity
 - B. 1.03 Discrimination, Harassment and Related Misconduct
 - C. 3.01 Advertising/Solicitation on Campus
 - D. 4.05 Role and Responsibility of Counselors
 - E. 5.17 Payment to Construction Contractors
 - F. 7.06 Student Activities
 - G. 7.12 College Preparatory Testing, Placement and Instructions
-

For Approval

7. New Academic Program State Framework

8. The College of Liberal Arts & Sciences at UF – “Going Gator” MOU
9. Property Donation Acceptance

Acknowledge Receipt

10. Financial Information - Monthly Financial Summary Report

For Information

11. Spring Enrollment Update
12. Legislative Update

BOARD CHAIR/TRUSTEE REMARKS

PRESIDENT’S REPORT

ADJOURNMENT

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: January 22, 2025

SUBJECT: Minutes of the December 11, 2024 Meeting

INITIATOR: Dr. James D. Henningsen,
President

DATE: January 15, 2025

OBJECTIVE AND PERTINENT FACTS:

The college requests approval of the December 11, 2024 minutes of the meeting of the District Board of Trustees.

RECOMMENDATION/ACTION REQUESTED:

That the Board approve the minutes of the meeting of the District Board of Trustees held December 11, 2024.

The Vice-Chair called the regular meeting of the Board of Trustees to order at 3:00 p.m. on Wednesday, December 11, 2024 and asked that everyone stand to recite the Pledge of Allegiance. The meeting was held at the Appleton Museum.

CALL TO ORDER

Members Present: Charlie Stone, Vice-Chair

PRESENT

Joyce Brancato

Rusty Branson

Bill Edgar

Fred Roberts, Jr.

James Henningsen, Board Secretary

Members Absent: Bobby Durrance

ABSENT

The Vice-Chair reported that the meeting had been properly noticed, the agenda was available one week prior to the meeting and there was a quorum present.

Dr. Henningsen introduced Rachel Cote, Director of Marketing and Public Relations to recognize Berry Davis, III. Berry having been with the college for 35 years, has been a pillar for the marketing department. In 2024 alone, he has taken and processed over 10,000 photos for the college. Mr. Davis thanked the Trustees, the President and the college for the wonderful 35 years of service where he was happy to go to work everyday and ask people to smile.

RECOGNITION

The Vice-Chair asked if there was anyone in the audience that wished to address the Board. As there were no public comments, the Vice-Chair moved on to the next agenda item.

PUBLIC COMMENT

The Vice-Chair asked for any corrections or updates to the minutes of the October 30, 2024 District Board of Trustees meeting. Hearing none, upon a motion by Trustee Branson seconded by Trustee Brancato and unanimously carried, the Board approved the October 30, 2024 meeting minutes as presented and authorized the Vice-Chair and President to sign on behalf of the Board.

MINUTES**CONSENT AGENDA****CONSENT AGENDA**

Recommend Board approval of the following:

Personnel Report

Full-Time Positions: That the record indicates that the following person(s) were authorized by the President to fill the following full-time position(s) by funding source:

Operating Fund 1:

Cady, Jeanine A. – Manager – Printing & Postal Services – January 02, 2025

Donahoo, Summer A. – Faculty – Associate Degree Nursing – Health Sciences – Citrus – November 01, 2024

Herbst, Teresa L – Assistant Director – Human Resources – January 02, 2025

Matos Camacho, Mayori – Manager – Admissions & International Students – Admissions & Student Recruitment – November 18, 2024

Tackett, Joshua W. – Trades Specialist – HVAC – Plant Operations – November 01, 2024

Grants and Contracts – Fund 2:

Shotwell, Jan D. – Business Manager – Athletics – November 18, 2024

Auxiliaries – Fund 3: None this reporting period.

Reorganizations: None this reporting period.

Adjunct Instructors: That the following persons be appointed to teach credit courses on a term- by-term basis as needed:

Ausley, Avery L. Bunge, Claudia V. Gremanis, Diana

Instructors, Hourly – Non-Credit: That the following persons be appointed to teach non-credit Continuing Education Criminal Justice, Public Service or Corporate Training courses on an as- needed basis:

Bernal, Juan M.	Gaffey, Tucker L.	McKinney, Justin R.
Blackburn, Lonnie D.	Grisales, Jaime A.	Reynolds, Nicole D.
Bowen, James E.	Huchro, Michael T.	Schmidt, Andrew D.
Boymer, Arick AK	Jackson, Jonathan S.	Spain, Jr., Alan James
Chamberlain, Paul L.	King, Mary Lynn	Trubelhorn, Christopher B.
Colombo, Jr., Joseph C.	Lynch, Charles A.	Trussell, Jeffery E.
Coffey, Anthony M.	Martin, Ryan A.	Quiroz Casian, Alexander O.
Froehlich, Tyler J.	McClain, David R.	

Temporary Part-Time Professional: None this reporting period.

Temporary Part -Time Career Service: OPS

Singletary, Ceaira N. Stroffolino, Michael J. Quinn, Joleigh R.

Temporary Part -Time Hourly: That the record indicates that the following persons were authorized by the President to fill temporary positions to be paid an hourly rate of \$15.00:

Arenas, Yolaine	Graham, Lamarcus Q	Gregory, Sage G.
Deniyage, Amy Kay L.	Gregor, Annie K.	Kitende, Priscilla

Notification of engagement in outside employment or extra college activities:

Aldana, Suzanne L. Lanzilla, David

Retirements: That the following individual(s) be approved for retirement:

Altany, Sharon K. – Business Manager – Athletics – December 31, 2024

Benlolo, Henri – Dean – Student Services – December 31, 2024

Cipolla, Mary J. – Property & Plant Fund Accountant – December 31, 2024

Resignations:

Sorrentino, Lisandra DLC – Faculty – BSN – Health Sciences – December 17, 2024

Tucker, Kytia S. – Accountant I – Financial Operations – November 01, 2024

Terminations:

Ortiz-Sanchez, Brenda E. – Instructional Assistant – Sciences – October 25, 2024

Soller, Eian R. – Facilities Worker – Citrus – October 15, 2024

Separation due to Internal Transfer – No Break in Service:

Cady, Jeanine A. – Hampton Center Coordinator – Hampton – January 01, 2025
 Herbst, Teresa L. – Coordinator – Payroll Services – Financial Operations – January 01, 2025
 Matos Camacho, Mayori – Manager – International Students Admissions & Advising Specialist – Admissions & Student Recruitment – November 17, 2024
 Shotwell, Jan D. – Public Safety Assistant – Public Safety – November 17, 2024

Separation from the College due to end of Temporary Appointment:
 None this reporting period.

Separation from the College due to end of Grant Funding: None this reporting period.

Separation from the College due to Leave of Absence: None this reporting period.

Separation from the College due to Elimination of Position: None this reporting period.
 Separation from the College - Other:

Penegor, Clare – Faculty – Associate Degree Nursing – Health Sciences – November 8, 2024

Completion of 90-Day Observation Period: The following employee(s) successfully completed the required 90-day observation period:

Beckham, Quincy D. - Business Accounts Coordinator – Financial Operations

The Board was asked to approve the disposal of property in accordance with applicable state law, State Board of Education and Board Policy in the amount of \$86,778.38.

Property Donations /Dispositions

The Board was asked to approve the Curriculum Changes as recommended by the curriculum committee and approved by the President.

Curriculum Changes

The Board was asked to ratify approval of three (3) Health Care Affiliation & Internship Agreements and give authorization to the Board Vice-Chair and/or President to sign the agreements on behalf of the College of Central Florida.

Health Care Affiliation & Internship Agreements

The Board was asked to approve the license agreement with Citrus County SCORE - Renewal agreement and give authorization for the Vice-Chair to sign the agreement on behalf of the College of Central Florida.

License Agreement with Citrus County SCORE – Renewal

The Board was asked to approve the license agreement with Levy County SCORE - Renewal agreement and give authorization for the Vice-Chair to sign the agreement on behalf of the College of Central Florida.

License Agreement with Levy County SCORE – Renewal

The Board was asked to approve the School Board of Citrus County-Mid Florida Career Pathway Consortium – Renewal and give authorization for the Vice-Chair to sign the agreement on behalf of the College of Central Florida.

The School Board of Citrus County- Mid Florida Career Pathway Consortium - Renewal

The Vice-Chair presented the Consent Agenda for approval. Upon a motion by Trustee Brancato, second by Trustee Edgar and unanimously carried, the Board approved the items on the Consent Agenda. Copies of all materials relating to this portion of the agenda are on file in the President’s office.

Approval of Consent Agenda

OTHER BUSINESS

Dr. Fryns, Vice President of Workforce Development and Innovation presented the A.S. degree in Paralegal Studies program for closure effective January 2025 as the program does not meet the needs of employers and does not satisfy the current education needs of students. The classes are still available under the A.S. Office Administration with legal specialization. After a brief discussion, upon a motion by Trustee Roberts, second by Trustee Edgar, and unanimously carried the A.S. degree in Paralegal Studies has been closed.

Academic Program Closure

Dr. Henningsen presented the budget priorities for the coming fiscal year which provide guidance for the budget process beginning in January. There are no changes recommended for 2025-2026 budget process. After discussion, upon a motion by Trustee Branson, second by Trustee Edgar, and unanimously passed, the Board approved Budget Priorities for 2025-2026.

Budget Priorities for 2025-2026

Mr. Prince, Vice President of Administration and Finance presented the College of Central Florida Foundation, Inc., 2025 Financial Memorandum of Understanding. The Foundation is a direct support organization of the College and is organized and operates exclusively to receive, hold, invest and administer property and to make expenditures to or for the benefit of the college. The memorandum certifies that college resources were used only for the purposes approved by the Board of Trustees. Upon a motion by Trustee Edgar, second by Trustee Brancato and unanimously carried, the Board approved the College of Central Florida Foundation Inc., 2025 Financial Memorandum of Understanding.

College of Central Florida Foundation, Inc., 2025 Financial Memorandum of Understanding

Mr. Prince, Vice President of Administration and Finance presented the Request for Qualification for Architectural and Engineering Services for the Criminal Justice Instructional Center. The recommendation for award is based on the vendor that provided the lowest, responsive and responsible bid to be in the best interest of the college upon completion. Based on the bids received, approval is requested to award RFQ 24-1 to DLR group. After a brief discussion on bid process, a motion by Trustee Branson, second by Trustee Roberts and unanimously carried, the Board approved the RFQ 24-1 A & E Services- Criminal Justice Instructional Center – Recommendation for Award.

RFQ 24-1 A & E Services- Criminal Justice Instructional Center- Recommendation for Award

Mr. Prince, Vice President of Administration and Finance presented the Request for Qualification 24-2 Construction Management at Risk Services – Criminal Justice Instructional Center – Recommendation for Award. The recommendation for award is based on the vendor that provided the lowest, responsive and responsible bid to be in the best interest of the college upon completion of the posting period. Based on the bids received, approval is requested to award RFQ 24-2 to Charles Perry Partners Inc., (CPPI). After a brief discussion, a motion by Trustee Edgar, second by Trustee Brancato and unanimously carried, the Board approved the RFQ 24-2 Construction Management at Risk Services – Criminal Justice Instructional Center – Recommendation for Award.

RFQ 24-2 Construction Management at Risk Services – Criminal Justice Instructional Center – Recommendation for Award**ACKNOWLEDGE RECEIPT**

The Vice-Chair acknowledged receipt of the Financial Information Monthly Financial Summary Report on behalf of the Board with no additional comments or questions from the Board.

Financial Information- Monthly Financial Summary Report

FOR INFORMATION ONLY

Dr. Viviano-Broderick, Vice President of Institutional Effectiveness and College Relations provided a timeline and update of the SACSCOC Accreditation Reaffirmation process including what is required in the compliance certification, quality enhancement plan and how the report is currently being reviewed by the consultant. The timeline also included future deadlines, completion and impact on our students.

SACSCOC Accreditation and Reaffirmation Update

Mr. Steuber, Director of the Appleton Museum provided an update of the growth in attendance and outreach of the Appleton Museum from 2019 to 2024, 2024 Statewide Leadership Award of the Florida Association of Museums (FAM) recognizing Victoria Billig, Assistant Director of Museum Operations, works of art and gifts to the museum. Mr. Steuber credits museums growth to the team’s diligence, attention to detail and personal yet professional contact. A presentation of an Ansel Adams rare photograph from the American Landscape Photography series titled *Frozen Lake and Cliffs*, Kaweah Gap, Sierra Nevada, California, 1932 was available for the Board to view. This photograph was a gift from a California collector. The Board and guests were invited to walk the museum after the meeting to view the current holiday display.

Appleton Update

There were no Trustee comments at this time.

BOARD VICE-CHAIR/TRUSTEE COMMENTS

Dr. Henningsen presented the President’s Report to the board with a focus on the newest rankings where CF was ranked 1st among Florida College System Institutions, 2nd among all state institutions, 4th in the state among all institutions and 35th nationally among all online colleges by Newsweek. Dr. Henningsen thanked everyone for their hard work, and diligence in 2024 and looking forward to 2025.

PRESIDENT’S REPORT

Next Board Meeting. Our next meeting will be held **Wednesday, January 22, 2025 at 3 p.m.** on the Ocala Campus.

Next Board Meeting

There being no further business to come before the Board, Vice-Chair Stone adjourned the meeting at 4:00 pm.

ADJOURNMENT

Charlie Stone, Vice- Chair

James D. Henningsen, Secretary

Bobby Durrance, Chair

COLLEGE OF CENTRAL FLORIDA

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: January 22, 2025

SUBJECT: Personnel Actions

INITIATOR: Jennifer Klepfer
Director – Human Resources

THROUGH: Charles A. Prince
Vice President, Administration & Finance

DATE: January 15, 2025

OBJECTIVE AND PERTINENT FACTS:

The College routinely requests that the District Board approves personnel actions.

RECOMMENDATION/ACTION REQUESTED:

That the Board approves the personnel actions as noted in report.

PERSONNEL ACTIONS

FOR THE JANUARY 22, 2025 MEETING

Recommend Board approval of the following:

Full -Time Positions: That the record indicates that the following person(s) were authorized by the President to fill the following full-time position(s) by funding source:

Operating Fund 1:

Begley, Mary Ann – Dean – Student Services – January 02, 2025

Bruno Rivera, Siul – Trades Specialist – Locksmith – Plant Operations – January 02, 2025

Cook Woller, Tanisha D. – Educational Advisor – Academic Advising & First Year Success – January 02, 2025

Gonzalez Maysonet, Keila E. – From Trainee to Regular Appointment – CF Lab Preschool Teacher – CF Lab School – January 02, 2025

Reynolds, Christine V. – TEMP – Staff Assistant III – Plant Operations – January 02, 2025

Sass, Daniel T. – Coordinator – Maintenance – Levy – Regional Campuses – January 02, 2025

Stevens, Melanie S. – TEMP – Faculty – Business & Technology – January 02, 2025

Townsend, Kylie N. – TEMP – Faculty – Associate Degree Nursing – Health Sciences – January 02, 2025

Watson, Kassandra L. – Coordinator – Academic Support – Learning Support Center – January 02, 2025

Grants and Contracts – Fund 2:

None this reporting period.

Auxiliaries – Fund 3:

None this reporting period.

Reorganizations:

None this reporting period.

Adjunct Instructors: That the following persons be appointed to teach credit courses on a term-by-term basis as needed:

Arner, Joseph N.

Benlolo, Aaron

Instructors, Hourly – Non-Credit: That the following persons be appointed to teach non-credit Continuing Education Criminal Justice, Public Service or Corporate Training courses on an as-needed basis:

Bennett, Halley M.

Haworth, III, Kenneth W.

Lucin, Anthony G.

Breivogel, Steven A.

Murphy, William T.

Walrath, Jerrod F.

Gillan, Anthony

Lewis, Christopher M.

Russell, Amanda L.

Temporary Part-Time Professional:

Cummings, Journey AJ

Temporary Part -Time Career Service: OPS

Trafalski, Sandra L.

Temporary Part -Time Hourly: That the record indicates that the following persons were authorized by the President to fill temporary positions to be paid an hourly rate of \$15.00:

Cole, Sandy M.

Quinn, Jr., Tobaris L.

Notification of engagement in outside employment or extra college activities:

Hensley, Chantal M.

Retirements: That the following individual(s) be approved for retirement:

Davis, III, Berry – Audio-Visual Specialist Videographer – Marketing, Public & Community Relations – January 10, 2025

Rosen, Lee H. – Faculty – Humanities & Social Sciences – December 31, 2024

Resignations:

Gayle, Michelle M. – Human Resources Compensation Specialist – Human Resources – December 31, 2024

Kudelka, Michelle C. – Librarian – Learning Resources Center – January 03, 2025

Terminations:

None this reporting period.

Separation due to Internal Transfer – No Break in Service:

Begley, Mary Ann – Institutional Research & Effectiveness / Title IX Coordinator – December 31, 2024

Bruno Rivera, Siul – Trades Technician – Plant Operations – December 31, 2024

Cook Woller, Tanisha D. – Staff Assistant III – Mathematics – December 31, 2024

Sass, Daniel T. – Trades Technician – Levy – Regional Campuses – December 31, 2024

Separation from the College due to end of Temporary Appointment:

None this reporting period.

Separation from the College due to end of Grant Funding:

None this reporting period.

Separation from the College due to Leave of Absence:

None this reporting period.

Separation from the College due to Elimination of Position:

None this reporting period.

Separation from the College - Other:

None this reporting period.

Completion of 90-Day Observation Period: The following employee(s) successfully completed the required 90-day observation period:

Maggi Gonzalez, Bruno - Educational Advisor – Academic Advising & First Year Success

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED:

January 22, 2025

SUBJECT: Agreement for Services of International Independent Contractors

INITIATOR: Charles A. Prince
Vice President of Administration & Finance

DATE: January 15, 2025

OBJECTIVE AND PERTINENT FACTS:

INTERNATIONAL INDEPENDENT CONTRACTOR AGREEMENT

The President or his designee has signed the following standard International Independent Contractor Agreement(s). The agreement(s) provide representational marketing services to be performed on an international basis to recruit students to attend programs of study, to enhance the global diversity of the student body, and to provide for cross-cultural learning opportunities for all students at the College of Central Florida. The name of the agency and approval date is noted below:

INDEPENDENT CONTRACTOR	DESIGNATED COUNTRY	DATE OF SIGNATURE
Overseas Educational Corp.	South Korea	1/06/2025

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees ratify approval of the International Independent Contractor Agreement(s).

**AGREEMENT FOR SERVICES OF INTERNATIONAL INDEPENDENT
CONTRACTOR**

THIS AGREEMENT, entered into by and between the College of Central Florida District Board of Trustees, a political subdivision of the State of Florida (hereinafter referred to as "College"), principally located at 3001 SW College Road, Ocala, Florida, 34474, USA, and the following Contractor:

(Contractor's Name and Address)

Company : Overseas Educational Corp(OEC)
302, 829 Nonhyun-ro, Gangnam-gu, Seoul, S.Korea(zip : 06032)

(hereafter referred to as "Contractor"), for representational marketing work to be performed on behalf of students from the Country of S.Korea (hereinafter referred to as "Designated Country").

WHEREAS:

- A. The College desires to make its credit programs of study known and available to potential students in Designated Country. To further that goal, the College and Contractor enter into this agreement, under which the Contractor will promote interest in, provide information about, and recommend qualified students for admission to the College.
- B. The College designates Contractor as a representative for it in Designated Country for the purposes stated above. The College grants to the Contractor the non-exclusive right to represent the College solely for the purposes of (1) disseminating information about the College and its programs in Designated Country and (2) screening and recommending prospective students to the College.
- C. The College and Contractor agree to a cooperative relationship in which Contractor will recommend students for admission to College of Central Florida based upon the following terms and conditions. This contract is entered into in exchange for the mutual promises contained herein.

NOW, THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **DUTIES OF THE COLLEGE.** Per this agreement, the College authorizes and appoints Contractor to act as a representative of College of Central Florida in Designated Country. Contractor will disseminate accurate information to potential students living in Designated Country about the College and Florida and conduct recruitment on its behalf. In order to effectuate the intended results, the College shall perform as follows:

1.1 The College will provide the Contractor with brochures, forms and marketing materials. It will be the College's responsibility to provide information on admissions requirements and procedures as well as anticipated cost of attendance.

1.2 The College will compensate the contractor for each individual student that the contractor has assisted, provided orientation to and recommended for admission if the student (1) is admitted and pays tuition due, (2) enrolls within one year of the recommendation, (3) attends classes for at least thirty-five calendar days from the beginning of the semester, and (4) is neither a citizen of the United States nor holds permanent residency status in the United States, as per payment provisions stipulated in Section 3 of this agreement.

1.3 The College will reimburse the Contractor in a timely manner for students admitted to the College. The College will compensate the contractor for a maximum of three college semesters (Fall, Spring and Summer), provided the student has been in attendance for the number of semester(s) being compensated, paid tuition and fees due for the number of compensated semesters, and the other provisions of this contract have been met. The College is not obligated to the student for any agreements made between the Contractor and the student that are not explicitly written as part of this contract. In no event shall the student be considered a third-party beneficiary to this contract.

1.4 The College will provide the referred students all regular services provided to other international students including orientation, advising and counseling assistance. The College assumes no financial responsibility for students in its programs for any reason.

1.5 In accordance with United States Customs and Immigration Service regulations, the College will issue a Form I-20 only upon receipt of a completed application and verification of financial resources for the duration of the course of study. The College retains all rights pertaining to the admission or non-admission of the applicant.

2. DUTIES OF THE CONTRACTOR. The Contractor agrees to conduct student recruitment, marketing and development of educational projects in Designated Country together with the College, as requested by the College. In order to effectuate the intended results, the Contractor shall perform as follows:

2.1 The Contractor agrees that it will submit copies of any and all materials, written or electronically made (such as, but not limited to, videos, tapes, internet home-pages etc.) that represent the College or bear the College's name or logo to the College's approved representative. The College reserves the right to approve all marketing materials prior to use.

2.2 The Contractor agrees to provide assistance to prospective students in completing college application materials, and provide orientation and general information to prospective students about the College and the state of Florida.

2.3 The Contractor will evaluate and screen all prospective students recommended for admission to the College regarding academic ability, financial ability, and other criteria as directed by the College.

2.4 The Contractor is not authorized to and shall not accept payments from prospective students or others on behalf of the College or otherwise. Students shall make all payments for the costs of attendance directly to the College.

2.5 The Contractor is required to submit a Form W-8BEN (attached). Compensation earned by the Contractor cannot be paid until this form is on file at the offices of College of Central Florida.

2.6 The Contractor is responsible for payment of all taxes, tariffs, and fees in the execution of their responsibilities under the agreement.

3. FEES AND COMMISSIONS.

For placements to College of Central Florida:

3.1 The College agrees to pay Contractor a contract fee of 15% of the applicable tuition per semester for a maximum of three (3) semesters (Fall, Spring and Summer) for each student admitted to the College's regular academic program, or college preparation classes as per provisions laid out in this agreement.

3.2 The Contractor will not be required to invoice the College for each student as cited in item No. 1 of this Section. Instead, the College will generate a Statement of Account each semester that confirms the enrollment and registration of each student placed by the Contractor at the College, and indicating the amount of fee to be paid in each semester. A copy of this Statement of Account will accompany all payments made by the College to the Contractor. This Statement of Account will be issued to the Contractor not later than the last week of the semester, to accompany each payment.

The College will not pay any fees to the Contractor for students who withdraw within the first thirty-five calendar days of the semester.

3.3 All compensation due to Contractor under the terms of this agreement shall be paid by wire transfer. For purposes of making compensation, please complete the wire transfer information on page 6.

4. DURATION OF AGREEMENT.

4.1 This agreement shall be effective for a period of two years from the date of signing, except as stipulated in Section 5.

4.2 This agreement may be extended for an additional two-year increment, as agreeable to both parties. Any such extension or modification of this agreement must be in writing and signed by duly authorized representatives of both parties.

5. TERMINATION. Either party, in its sole discretion, may terminate this agreement by providing the other party fifteen (15) days written notice of intent to terminate. All notices are to be hand-delivered by duly authorized representatives or mailed through a recognized commercial service to the authorized representatives listed below:

ON BEHALF OF THE COLLEGE

Charles Prince, Vice President

Administration and Finance

College of Central Florida

3001 SW College Road, #1-107

Ocala, FL 34474

USA

ON BEHALF OF THE CONTRACTOR

Name of representative: Jungwon Park

Title: President

Address: 302, 829 Nonhyun-ro,
Gangnam-gu, Seoul

Country: S.Korea

Any change of address or representatives shall be provided to the other party in writing within thirty (30) days. All notices required to be delivered by this Agreement shall be deemed received on the date of delivery, if hand-delivered; on the date of receipt, if mailed certified mail, return receipt requested; or five (5) days after mailing, if mailed in regular mail. If a notice is received on a weekend or national holiday, it shall be deemed received on the next regularly scheduled business day.

6. Relationship of the Parties.

6.1 Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

6.2 It is mutually understood and agreed that the Contractor and the College are separate, independent agencies. The employees of the Contractor are not, nor shall they be deemed to be employees of the College, and the employees of the College are not, nor shall they be deemed to be employees of the Contractor.

7. GOVERNING LAW. This agreement shall be governed by the laws of the State of Florida. Venue shall be in Marion County, State of Florida.

8. DISPUTE RESOLUTION. Any disputes regarding the terms of this agreement shall be decided by the College of Central Florida, Vice President, Student Affairs or his/her designee and the Contractor.

9. **EXCEPTIONS.** Both parties agree that if, due to extenuating circumstances, (for example a death in the student's family or a debilitating illness that would require the student to seek prolonged medical attention), a student withdraws from school and is awarded a full refund of tuition by the College, there will be no contractor's fee paid for that semester, and that the regular stipulations of this contract will bind once the student is back in attendance. The College reserves the right to make final determinations in such cases.

10. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties, and the terms and conditions agreed upon by both parties, and supersedes all previous written or oral agreements regarding the subject of this agreement. No other understanding, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind any of the parties hereto. Any modification or waiver of the terms of the Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this agreement in duplicate original on the date of signing.

ON BEHALF OF THE COLLEGE



James D. Henningsen

President

College of Central Florida

3001 SW College Road

Ocala, FL 34474

USA

Date: 1/6/2025

ON BEHALF OF THE CONTRACTOR

Name of representative: Jungwon Park

Title: President

Address: 302,829 Nonhyun-ro,
-Gangnam-gu, Seoul

Country: S.Korea

Date: Nov 11, 2024

College of Central Florida offers equal access and opportunity in employment, admissions and educational activities. The college will not discriminate on the basis of race, color, ethnicity, religion, sex, pregnancy, age, marital status, national origin, genetic information, sexual orientation, gender identity, veteran status or disability status in its employment practices or in the admission and treatment of students. Recognizing that sexual harassment constitutes discrimination on the basis of sex and violates this policy statement, the college will not tolerate such conduct. The following person has been designated to handle inquiries regarding the nondiscrimination policies: Dr. Mary Ann Begley, Title IX Coordinator, Ocala Campus, Building 3, Room 116, 3001 S.W. College Road, 352-291-4410, or Equity@cf.edu.

COLLEGE OF CENTRAL FLORIDA

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: January 22, 2025

SUBJECT: Health Care Affiliation & Internship Agreements

INITIATOR: Charles A. Prince
Vice President of Administration & Finance

DATE: January 15, 2025

OBJECTIVE AND PERTINENT FACTS:

HEALTH CARE AGENCY AFFILIATION & INTERNSHIP AGREEMENTS

The President or his designee has signed the following Health Care Agency Affiliation and Internship Agreement(s), as authorized by the District Board of Trustees. These agreement(s) provide the facilities necessary for students enrolled in health-related programs at the College of Central Florida to obtain clinical and internship experience. The name of the agency and approval date is noted below:

HEALTH CARE AGENCY	DATE OF SIGNATURE
Robert Boissoneault Oncology Institute	12/05/2024
Therapy Management Corporation	12/12/2024

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees ratify approval of the Health Care Agency Affiliation and Internship Agreement(s).

~~~~HEALTH CARE AGENCY AFFILIATION AGREEMENT~~~~

AGREEMENT entered into this 1 day of January, 2025, by and between THE DISTRICT BOARD OF TRUSTEES OF COLLEGE OF CENTRAL FLORIDA, hereinafter referred to as the COLLEGE, and **ROBERT BOISSONEAULT ONCOLOGY INSTITUTE**, hereinafter referred to as the HEALTH CARE AGENCY.

WITNESSETH:

WHEREAS, the COLLEGE desires that students enrolled in its health-related programs as affiliated with the HEALTH CARE AGENCY obtain clinical experience at the HEALTH CARE AGENCY; and

WHEREAS, the HEALTH CARE AGENCY is offering to provide the necessary facilities for said clinical experience in recognition of the need to educate health-related personnel.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The education of the COLLEGE student shall be the only objective of the program. The HEALTH CARE AGENCY retains responsibility for the patient's/client's care.
2. Both parties agree not to discriminate against any student in any manner whatsoever on account of race, color, ethnicity, religion, gender, pregnancy, age, marital status, national origin, genetic information, or disability provided that such disability does not prevent satisfactory performance.
3. The HEALTH CARE AGENCY agrees to accept COLLEGE students as determined by mutual consultation and, as practical, to make facilities available to the COLLEGE at no charge in order to provide necessary clinical experiences. The COLLEGE shall be responsible for the classroom instructional curriculum, maintenance of permanent records, all educational experiences and evaluation of programs through an employed instructor.
4. The HEALTH CARE AGENCY agrees to provide within its facilities adequate education space and the use of ancillary facilities as well as all necessary utilities for those facilities, the selection of the facilities to be subject to the prior approval of the COLLEGE.
5. The HEALTH CARE AGENCY agrees to make available emergency room treatment, when such facilities exist, for injuries incurred by students while in the HEALTH CARE AGENCY for clinical experience. Treatment will be at student's expense. The COLLEGE

- shall select practical educational experiences based upon the needs of the students to meet objectives of the program, recognizing a patient's/client's right to refuse student care.
6. The COLLEGE shall select practical educational experiences based upon the needs of the students to meet objectives of the program, recognizing a patient's/client's right to refuse student care.
 7. The COLLEGE shall, at its discretion, appoint a Program Director and clinical instructors as required for a given program. The HEALTH CARE AGENCY shall assure COLLEGE personnel access to the appropriate clinical areas to perform instruction and evaluation of program and students.
 8. At the discretion of the HEALTH CARE AGENCY or the COLLEGE, any student unacceptable to either the HEALTH CARE AGENCY or to the COLLEGE for reasons of health, performance or any other reasonable and legally permissible cause, shall be withdrawn from the HEALTH CARE AGENCY.
 9. All services rendered by students under this agreement for the HEALTH CARE AGENCY, employees and patients shall be uncompensated and shall be deemed to be given in consideration for instruction and educational experiences. Neither students nor COLLEGE employees shall be considered to be agents or employees of the HEALTH CARE AGENCY.
 10. The COLLEGE acquires professional liability insurance coverage in the College's name with amounts of \$200,000 per person / \$300,000 per occurrence for students enrolled in health-related programs. The COLLEGE shall provide, upon request, HEALTH CARE AGENCY with a certificate of insurance evidencing that this coverage has been obtained.
 11. The HEALTH CARE AGENCY, when requested and mutually agreed upon, will assist in the responsibility for the direct guidance and supervision of the students while on the premises of the HEALTH CARE AGENCY and will cooperate in evaluating student performance. The qualifications of the HEALTH CARE AGENCY staff participating in the supervision of the students shall be subject to review and approval by the COLLEGE.
 12. The HEALTH CARE AGENCY will recommend, subject to COLLEGE approval, certain agency employees to serve as clinical preceptors and assist students as requested by the COLLEGE. The COLLEGE Program Director will advise the clinical preceptors regarding course content, objectives, student evaluation criteria and procedures. Clinical preceptors will collaborate with the Program Director in regard to student supervision during the course of the program.
 13. The terms of this agreement shall be for the period January 1, 2025, through December 31, 2025, and shall automatically renew each year thereafter except that either party may terminate this agreement by giving sixty (60) days written notice (registered mail) to the other party. Current students scheduled or currently participating in clinical rotations at the HEALTH CARE AGENCY will be given the opportunity complete their clinical assignment.

14. The person executing this contract on behalf of the HEALTH CARE AGENCY specifically warrants and represents to the COLLEGE that the person executing this agreement has authority to do so and to legally bind the HEALTH CARE AGENCY in regard to this agreement.
15. This agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.
16. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this agreement signed by the party as to whom enforcement or any such amendment, supplement, waiver or modification is sought.
17. All of the terms and provisions of this agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, estates, successors and permitted assigns.
18. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to:

If to College: Dean, Health Sciences
 College of Central Florida
 3001 SW College Road
 Ocala, FL 34474
 Fax Number: (352) 873-5889

If to Agency: Robert Boissoneault Oncology Institute
 Tonya Painter
 2020 SE 17th Street
 Ocala, FL 34471
 Fax: 352-414-4866

or to such other addresses as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

- (a) On the date delivered if by personal delivery,
- (b) On the date faxed/emailed if by fax/email, and

(c) On the date upon which the Return Receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed.

19. This agreement and all transactions contemplated by this agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.
20. If any legal action or other proceeding, including arbitration, is brought for the enforcement of this contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. Notwithstanding the foregoing, the parties hereto do not in any way waive or limit their entitlements of sovereign immunity pursuant to Section 768.28, Florida Statutes.
21. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this agreement and the consummation of the transactions contemplated hereby.
23. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
24. Provisions contained in this agreement which are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
25. A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

26. CONFIDENTIALITY

- a) The parties each acknowledge that they are familiar with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) generally and, more specifically, with the HIPAA provisions regarding protected health information (PHI) and the privacy rule.

- b) Although HIPAA excludes volunteers and trainees from the definition of a “business associate”, by expressly including them in the definition of a health care provider’s “workforce,” the parties intend that PHI be protected by COLLEGE OF CENTRAL FLORIDA (CF) faculty and students.
- c) CF agrees to acquaint all students and faculty with the applicable HIPAA requirements of privacy prior to the students participating in a clinical experience with HEALTH CARE AGENCY (HCA).
- d) CF agrees to maintain the confidentiality of any PHI provided to it by HCA in accordance with all applicable Federal, State and local laws and regulations.
- e) CF represents and warrants that PHI will be used and disclosed solely as necessary for the instructional program that is the subject of the clinical agreement, and HCA relies upon such representation and warranty in providing the PHI.
- f) CF represents and warrants that it will not use, disclose, release, reveal, show, sell, rent, lease, loan, publish, or otherwise grant access to PHI in any manner that is prohibited by law or regulation, or in any manner that would be a violation of any law or regulation if it were to have been done by HCA.
- g) CF represents and warrants that if it uses, discloses, releases, reveals, shows, sells, rents, leases, loans, publishes, or otherwise grants access to PHI or any element of PHI, it will do so only in the minimum amount and to the minimum number of individuals necessary to achieve the purpose of the instructional/clinical program.
- h) CF agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of PHI that it receives from HCA, and to prevent individuals not involved in the instructional/clinical program from using or accessing the PHI.
- i) CF agrees that it will immediately report to HCA any use or disclosure of PHI received from HCA that is not authorized by or otherwise constitutes a violation of this Agreement.
- j) If it becomes necessary for CF to share PHI that has been disclosed to it by HCA with any person or any entity who is not an employee of HCA, then CF agrees to cause such person or entity to enter into a written agreement in which the person or entity agrees to abide by all of the terms to which HCA is subject under this Agreement with respect to the PHI.
- k) CF understands that HCA is subject to state and federal laws governing the confidentiality of the PHI. CF agrees to abide by all such laws, whether or not fully articulated herein, and to keep the PHI in the same manner and subject to the same standards as is required of HCA.

27. PUBLIC RECORDS. The Health Care Agency shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Health Care Agency shall:

- a) Keep and maintain public records required by the College to perform the service.
- b) Upon request from the College's custodian of public records, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the College.
- d) Upon completion of the contract, transfer, at no cost, to the College all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the Health Care Agency transfers all public records to the College upon completion of the contract, the Health Care Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Health Care Agency keeps and maintains public records upon completion of the contract, the Health Care Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the College.
- e) **IF HEALTH CARE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HEALTH CARE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE'S CUSTODIAN OF RECORDS AT: CHARLES PRINCE, VICE PRESIDENT OF ADMINISTRATION AND FINANCE, AT (352) 873-5823, PRINCECH@CF.EDU OR IN PERSON AT 3001 SW COLLEGE ROAD, OCALA, FLORIDA 34474-4415.**

The undersigned hereby approve this Affiliation Agreement.

Witnesses:

[Signature]
 FIRST WITNESS' SIGNATURE
Kim Carter
 FIRST WITNESS' PRINTED NAME
[Signature]
 SECOND WITNESS' SIGNATURE
Suzanne Adana
 SECOND WITNESS' PRINTED NAME

DISTRICT BOARD OF TRUSTEE OF THE COLLEGE OF CENTRAL FLORIDA

By: [Signature]
James D. Henningsen, President

Date: 12/5/24

ROBERT BOISSONEAULT ONCOLOGY INSTITUTE

[Signature]
 FIRST WITNESS' SIGNATURE
Rebecca Garcia
 FIRST WITNESS' PRINTED NAME
[Signature]
 SECOND WITNESS' SIGNATURE
Linda Law
 SECOND WITNESS' PRINTED NAME

By: [Signature]
 SIGNATURE
Tonya Painter
 PRINTED NAME

Title: Director of Operations

Date: November 25, 2024

College of Central Florida does not discriminate against any person on the basis of race, color, ethnicity, religion, sex, pregnancy, age, marital status, national origin, genetic information, sexual orientation, gender identity, veteran status or disability status in its programs, activities and employment. For inquiries regarding nondiscrimination policies contact Dr. Mary Ann Begley, Title IX Coordinator, Ocala Campus, Building 3, Room 116, 3001 S.W. College Road, 352-291-4410, or Equity@cf.edu.<mailto:Equity@cf.edu>

~~~~HEALTH CARE AGENCY AFFILIATION AGREEMENT~~~~

AGREEMENT entered into this 1 day of January, 2025, by and between THE DISTRICT BOARD OF TRUSTEES OF COLLEGE OF CENTRAL FLORIDA, Physical Therapist Assistant Program, hereinafter referred to as the COLLEGE, and **Therapy Management Corporation**, hereinafter referred to as the HEALTH CARE AGENCY.

WITNESSETH:

WHEREAS, the COLLEGE desires that students enrolled in its health-related programs as affiliated with the HEALTH CARE AGENCY obtain clinical experience at the HEALTH CARE AGENCY; and

WHEREAS, the HEALTH CARE AGENCY is offering to provide the necessary facilities for said clinical experience in recognition of the need to educate health-related personnel.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The education of the COLLEGE student shall be the only objective of the program. The HEALTH CARE AGENCY retains responsibility for the patient's/client's care.
2. Both parties agree not to discriminate against any student in any manner whatsoever on account of race, color, ethnicity, religion, gender, pregnancy, age, marital status, national origin, genetic information, or disability provided that such disability does not prevent satisfactory performance.
3. The HEALTH CARE AGENCY agrees to accept COLLEGE students as determined by mutual consultation and, as practical, to make facilities available to the COLLEGE at no charge in order to provide necessary clinical experiences. The COLLEGE shall be responsible for the classroom instructional curriculum, maintenance of permanent records, all educational experiences and evaluation of programs through an employed instructor.
4. The HEALTH CARE AGENCY agrees to provide within its facilities adequate education space and the use of ancillary facilities as well as all necessary utilities for those facilities, the selection of the facilities to be subject to the prior approval of the COLLEGE.
5. The HEALTH CARE AGENCY agrees to make available emergency room treatment, when such facilities exist, for injuries incurred by students while in the HEALTH CARE AGENCY for clinical experience. Treatment will be at student's expense. The COLLEGE

- shall select practical educational experiences based upon the needs of the students to meet objectives of the program, recognizing a patient's/client's right to refuse student care.
6. The COLLEGE shall select practical educational experiences based upon the needs of the students to meet objectives of the program, recognizing a patient's/client's right to refuse student care.
 7. The COLLEGE shall, at its discretion, appoint a Program Director and clinical instructors as required for a given program. The HEALTH CARE AGENCY shall assure COLLEGE personnel access to the appropriate clinical areas to perform instruction and evaluation of program and students.
 8. At the discretion of the HEALTH CARE AGENCY or the COLLEGE, any student unacceptable to either the HEALTH CARE AGENCY or to the COLLEGE for reasons of health, performance or any other reasonable and legally permissible cause, shall be withdrawn from the HEALTH CARE AGENCY.
 9. All services rendered by students under this agreement for the HEALTH CARE AGENCY, employees and patients shall be uncompensated and shall be deemed to be given in consideration for instruction and educational experiences. Neither students nor COLLEGE employees shall be considered to be agents or employees of the HEALTH CARE AGENCY.
 10. The COLLEGE acquires professional liability insurance coverage in the College's name with amounts of \$200,000 per person / \$300,000 per occurrence for students enrolled in health-related programs. The COLLEGE shall provide, upon request, HEALTH CARE AGENCY with a certificate of insurance evidencing that this coverage has been obtained.
 11. The HEALTH CARE AGENCY, when requested and mutually agreed upon, will assist in the responsibility for the direct guidance and supervision of the students while on the premises of the HEALTH CARE AGENCY and will cooperate in evaluating student performance. The qualifications of the HEALTH CARE AGENCY staff participating in the supervision of the students shall be subject to review and approval by the COLLEGE.
 12. The HEALTH CARE AGENCY will recommend, subject to COLLEGE approval, certain agency employees to serve as clinical preceptors and assist students as requested by the COLLEGE. The COLLEGE Program Director will advise the clinical preceptors regarding course content, objectives, student evaluation criteria and procedures. Clinical preceptors will collaborate with the Program Director in regard to student supervision during the course of the program.
 13. The terms of this agreement shall be for the period January 1, 2025, through December 31, 2025, and shall automatically renew each year thereafter except that either party may terminate this agreement by giving sixty (60) days written notice (registered mail) to the other party. Current students scheduled or currently participating in clinical rotations at the HEALTH CARE AGENCY will be given the opportunity complete their clinical assignment.

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15. This agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.
16. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this agreement signed by the party as to whom enforcement or any such amendment, supplement, waiver or modification is sought.
17. All of the terms and provisions of this agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, estates, successors and permitted assigns.
18. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to:

If to College: Dean, Health Sciences
 College of Central Florida
 3001 SW College Road
 Ocala, FL 34474
 Fax Number: (352) 873-5889

If to Agency: Therapy Management Corporation
 Campus Relations
 8477S. Suncoast Blvd.
 Homosassa, FL 34446
 Fax:

or to such other addresses as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

- (a) On the date delivered if by personal delivery,
- (b) On the date faxed/emailed if by fax/email, and

(c) On the date upon which the Return Receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed.

19. This agreement and all transactions contemplated by this agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.
20. If any legal action or other proceeding, including arbitration, is brought for the enforcement of this contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. Notwithstanding the foregoing, the parties hereto do not in any way waive or limit their entitlements of sovereign immunity pursuant to Section 768.28, Florida Statutes.
21. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this agreement and the consummation of the transactions contemplated hereby.
23. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
24. Provisions contained in this agreement which are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
25. A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

26. CONFIDENTIALITY

- a) The parties each acknowledge that they are familiar with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) generally and, more specifically, with the HIPAA provisions regarding protected health information (PHI) and the privacy rule.

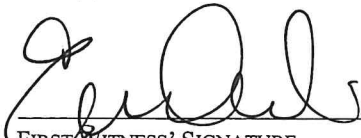
- b) Although HIPAA excludes volunteers and trainees from the definition of a “business associate”, by expressly including them in the definition of a health care provider’s “workforce,” the parties intend that PHI be protected by COLLEGE OF CENTRAL FLORIDA (CF) faculty and students.
- c) CF agrees to acquaint all students and faculty with the applicable HIPAA requirements of privacy prior to the students participating in a clinical experience with HEALTH CARE AGENCY (HCA).
- d) CF agrees to maintain the confidentiality of any PHI provided to it by HCA in accordance with all applicable Federal, State and local laws and regulations.
- e) CF represents and warrants that PHI will be used and disclosed solely as necessary for the instructional program that is the subject of the clinical agreement, and HCA relies upon such representation and warranty in providing the PHI.
- f) CF represents and warrants that it will not use, disclose, release, reveal, show, sell, rent, lease, loan, publish, or otherwise grant access to PHI in any manner that is prohibited by law or regulation, or in any manner that would be a violation of any law or regulation if it were to have been done by HCA.
- g) CF represents and warrants that if it uses, discloses, releases, reveals, shows, sells, rents, leases, loans, publishes, or otherwise grants access to PHI or any element of PHI, it will do so only in the minimum amount and to the minimum number of individuals necessary to achieve the purpose of the instructional/clinical program.
- h) CF agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of PHI that it receives from HCA, and to prevent individuals not involved in the instructional/clinical program from using or accessing the PHI.
- i) CF agrees that it will immediately report to HCA any use or disclosure of PHI received from HCA that is not authorized by or otherwise constitutes a violation of this Agreement.
- j) If it becomes necessary for CF to share PHI that has been disclosed to it by HCA with any person or any entity who is not an employee of HCA, then CF agrees to cause such person or entity to enter into a written agreement in which the person or entity agrees to abide by all of the terms to which HCA is subject under this Agreement with respect to the PHI.
- k) CF understands that HCA is subject to state and federal laws governing the confidentiality of the PHI. CF agrees to abide by all such laws, whether or not fully articulated herein, and to keep the PHI in the same manner and subject to the same standards as is required of HCA.

27. PUBLIC RECORDS. The Health Care Agency shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Health Care Agency shall:

- a) Keep and maintain public records required by the College to perform the service.
- b) Upon request from the College's custodian of public records, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the College.
- d) Upon completion of the contract, transfer, at no cost, to the College all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the Health Care Agency transfers all public records to the College upon completion of the contract, the Health Care Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Health Care Agency keeps and maintains public records upon completion of the contract, the Health Care Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the College.
- e) **IF HEALTH CARE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HEALTH CARE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE'S CUSTODIAN OF RECORDS AT: CHARLES PRINCE, VICE PRESIDENT OF ADMINISTRATION AND FINANCE, AT (352) 873-5823, PRINCECH@CF.EDU OR IN PERSON AT 3001 SW COLLEGE ROAD, OCALA, FLORIDA 34474-4415.**

The undersigned hereby approve this Affiliation Agreement.

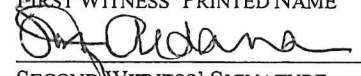
Witnesses:



 FIRST WITNESS' SIGNATURE

Erin Carter

 FIRST WITNESS' PRINTED NAME

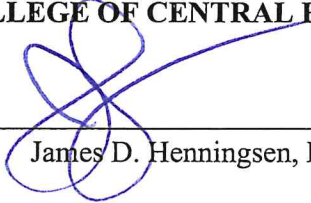


 SECOND WITNESS' SIGNATURE

Shanna Adana

 SECOND WITNESS' PRINTED NAME

DISTRICT BOARD OF TRUSTEE OF THE COLLEGE OF CENTRAL FLORIDA



 By: James D. Henningsen, President

Date: 12/12/24

Therapy Management Corporation

 FIRST WITNESS' SIGNATURE

 FIRST WITNESS' PRINTED NAME

 SECOND WITNESS' SIGNATURE

 SECOND WITNESS' PRINTED NAME

Nickolas Samarkos

 By: Signed: 12/1/2024

 SIGNATURE

 NICK SAMARKOS

Title: Executive Director of Financial Affairs

Date: November 29, 2024

College of Central Florida does not discriminate against any person on the basis of race, color, ethnicity, religion, sex, pregnancy, age, marital status, national origin, genetic information, sexual orientation, gender identity, veteran status or disability status in its programs, activities and employment. For inquiries regarding nondiscrimination policies contact Dr. Mary Ann Begley, Title IX Coordinator, Ocala Campus, Building 3, Room 116, 3001 S.W. College Road, 352-291-4410, or Page 7 of 9

Equity@cf.edu <<mailto:Equity@cf.edu>>

Addendum
Therapy Management Corporation
And
College of Central Florida

December 1, 2024

The College/University will inform each student that, prior to clinical placement, each student must have a background check completed. The student is to provide the results of the background check to Therapy Management Corporation, as soon as possible, prior to the start of each rotation.

Therapy Management Corporation
8477 S. Suncoast Blvd.
Homosassa, Florida 34446
Attn: Campus Relations

College of Central Florida
PTA Program
3001 SW College Road
Ocala, FL 34474

Nick Samarkos

Printed Name

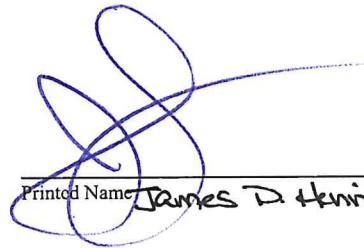
Nicholas Samarkos

Signed: 12/1/2024

Signature

December 1, 2024

Date



Printed Name

James D Henningsen President

Signature

12/17/24

Date

Addendum II
Therapy Management Corporation
And
College of Central Florida

December 1, 2024

The College/University will ensure that, prior to clinical placement, each student health records, including TB and Hep B results, are up to date. The information will be submitted to Therapy Management Corporation, as soon as possible, prior to the start of each rotation.

Therapy Management Corporation
8477 S. Suncoast Blvd.
Homosassa, Florida 34446
Attn: Campus Relations

College of Central Florida
PTA Program
3001 SW College Road
Ocala, FL 34474

Nick Samarkos

Printed Name

Nicholas Samarkos

Signed: 12/1/2024

Signature

December 1, 2024

Date

Printed Name *James D. Henningsen, President*

Signature

Date

Record of Signing

For
Name
Title

Nicholas Samarkos

Signed on 2024-12-01 16:45:48 GMT

Secured by Concord™
DocumentID: 02yP91jcYSoNzoWngUywJ8
SigningID: 02yP91jcSQ66b2qCA3BSq3
Signing date: 12/1/2024
IP Address: 35.140.175.53
Email: nsamarkos@therapymgmt.com



Signed with www.concordnow.com

COLLEGE OF CENTRAL FLORIDA

5

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: January 22, 2025

SUBJECT: School Board of Citrus County – Mid Florida Career Pathway Consortium – Renewal

INITIATOR: Charles A. Prince
Vice President of Administration & Finance

DATE: January 15, 2025

OBJECTIVE AND PERTINENT FACTS:

This renewal agreement is between the District Board of Trustees of College of Central Florida and the School Board of Citrus County to implement the activities associated with the Mid Florida Career Pathway Consortium for the fiscal year starting July 1, 2024 and ending June 30, 2025.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the agreement with the School Board of Citrus County and authorize the Board Chair to sign.

CONTRACT AGREEMENT

Between School Board

THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA

1007 W Main Street, Inverness, FL 34450

And Contractor

College of Central Florida

Mid Florida Career Pathway Consortium

3001 SW College Road

Ocala, FL 34474-4415

This Agreement is made and entered into by and between **THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA, (hereinafter, SCHOOL BOARD)**, and **College of Central Florida (hereinafter, CONTRACTOR)**.

WHEREAS, the **SCHOOL BOARD** is supporting participation in the Mid Florida Career Pathway Consortium.

WHEREAS, the **SCHOOL BOARD** wants to enter into a contract with the **CONTRACTOR** to implement activities associated with the Mid Florida Career Pathway Consortium.

NOW, THEREFORE, for and in consideration of the premises and covenants contained herein and for other good and valuable consideration, the parties agree as follows:

1. **Sources of Funding**: This is a contract under **SCHOOL BOARD'S** course of grant funding for this project, Carl D. Perkins, Career & Technical Education Secondary and Postsecondary Grant which is incorporated by reference into this Agreement.
2. **Services provided by CONTRACTOR**: The **CONTRACTOR** will provide all the services listed below:
 - a. Fund a High School/College Program Coordinator whose duties include:
 - i. Assist high school students in Citrus County with post-secondary education and career planning and to market the Career Pathway advantages.
 - ii. Develop, monitor and review articulation agreements between College of Central Florida and Citrus County High School Career & Technical Education Programs of Study and Withlacoochee Technical College.
 - iii. Provide recruitment materials for career pathway students through Career Pathway Presentations.
 - iv. Attending State and National Conferences as it relates to Career Pathways, if possible. (Provide travel costs)
 - b. Provide travel costs to Citrus County Career and Technical (CTE) Education secondary and post-secondary teachers to attend industry certification workshops, articulation workshops, professional development and state and regional conferences.
 - c. Provide postage, Fed Ex Express packages and envelopes to mail letters to parents/students regarding Career Pathway credits.

3. **Criteria for Performance**: **CONTRACTOR** will conduct program activities for the Consortium consistent with the FL DOE approved project proposal.
4. **Compensation of CONTRACTOR**: The amount of contractual expenses funded through this project agreement is \$2,800. Of this total amount, \$2,300 originates in Carl D. Perkins Secondary Vocational Grant and \$500 originates in Carl D. Perkins Post-Secondary Vocational Grant. The Addendum outlines Scope of Work deliverables for payment.
5. **Location and Schedule**: The **CONTRACTOR** agrees that the program activities will be implemented during the 2024-2025 fiscal year, starting July 1, 2024, and ending June 30, 2025.
6. **Responsibilities of SCHOOL BOARD**: The **SCHOOL BOARD** agrees to provide funding as specified here. Total amount is payable to College of Central Florida upon receipt of invoice of program activities for fiscal year beginning July 1, 2024.
7. **Entire Understanding**: This agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.
8. **Amendments**: The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only in writing making specific reference to this agreement signed by the part as to whom enforcement of any such amendment, supplement, waiver or modification is sought.
9. **Enforcement**: All of the terms and provisions of this agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, estates, successors and permitted assigns.
10. **Notices**: All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communications) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed to:

The **SCHOOL BOARD**:

School Board of Citrus County, Florida

1007 W Main Street
Inverness, FL 34450
352-726-1931 (Telephone)
352-249-2115 (Fax)

The **CONTRACTOR (Fiscal Agent)**

College of Central Florida
Mid Florida Career Pathway Consortium
3001 SW College Road, Ocala, FL 34474-4415
352-873-5836 (Telephone)
352-873-5870 (Fax)

Or, to such other addresses as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

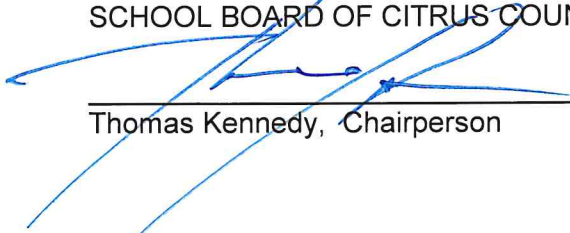
- a. On the date delivered if by personal delivery, or
- b. On the date faxed if by fax, or
- c. On the date upon which the Return Receipt is signed or delivery is refused or the

notice is designated by the postal authorities as not delivered, as the case may be, if mailed.

11. **Governing Laws:** This agreement and all transactions contemplated by this agreement, shall be governed by, and construed and enforced in accordance with the laws of the State of Florida without regard to principles of conflicts of laws.
12. **Attorney's Fees:** If any legal action or other proceeding, including arbitration, is brought for the enforcement of this contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
13. **Counterparts:** This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
14. **Survival of Covenant:** All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this agreement and the consummation of the transactions contemplated hereby.
15. **Remedies:** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
16. **Severability Clause:** Provisions contained in this agreement which are contrary to, prohibited by or invalid under applicable law or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
17. **Waiver:** A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in writing signed by the party alleged to have waived his other rights or remedies.
18. **Inspection of Records:**
Partner members, the Florida Department of Education (FLDOE), the State of Florida Division of Financial Services and the U.S. Department of Education, or their agents, may inspect all records related to this Service Agreement.
19. **Record Keeping:** "Fiscal Agent" Office for Finance and the Perkins Programmatic Office will maintain both financial and programmatic records related to the Agreement. The Florida Department of Education (FLDOE), the State of Florida Division of Financial Services, the U.S. Department of Education, and the Florida Auditor General, or their agents will have access to such records upon request, subject to the provisions in Section 18: "Inspection of Records" of this agreement. Records will be maintained for five years from the last day of the program.
20. **Contingency:** Contract Agreement contingent upon receiving 2024-2025 Carl D. Perkins Secondary and Post-Secondary Funding. (Subject to the Provisions in Section 4).

- 21. **Non-Discrimination.** The parties agree that no person shall be subjected to discrimination because of age, race, color, handicap, disability, pregnancy, gender, marital status, national origin, religion, in the performance of the parties' respective duties, responsibilities, and obligations under this Agreement.
- 22. **No Waiver of Sovereign Immunity.** Nothing herein is intended to waive sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable, or of any rights or limits of liability existing under § 768.28, Fla. Stat. (2016). This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought under this Agreement is barred by any applicable statute of limitations.
- 23. **No Third Party Beneficiaries.** Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement, or to confer any rights in any third party.

SCHOOL BOARD:
SCHOOL BOARD OF CITRUS COUNTY, FLORIDA



Thomas Kennedy, Chairperson

Date 11/12/24

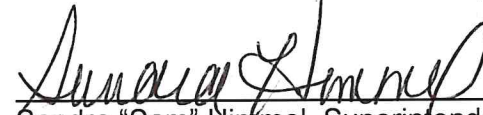
CONTRACTOR (Fiscal Agent)
COLLEGE OF CENTRAL FLORIDA



Robert Durrance, Chair of the District Board of Trustees
College of Central Florida *Charliestone, Vice Chair*

Date 12-11-2024


AGENCY HEAD:
School Board of CITRUS COUNTY, Florida



Sandra "Sam" Himmel, Superintendent

Date 11-12-2024

AGENCY HEAD:
College of Central Florida



James Henningsen, President
College of Central Florida

Date 12/12/24

ADDENDUM
Between
Mid Florida Career Pathway Consortium
Ocala, FL
and
College of Central Florida (Fiscal Agent for Mid Florida Career Pathway Consortium)
Ocala, FL

Scope of Work and Project Deliverables

The Mid Florida Career Pathways Consortium agreement is made and entered into by and between the College of Central Florida (Fiscal Agent) and the Stakeholders (members) of the Mid Florida Career Pathways Consortium: School Board of Marion County, District School Board of Levy County, Citrus County School District, Withlacoochee Technical College(WTC), and College of Central Florida (CCF). Through the existing partnership the College of Central Florida will fund:

- high school/college program coordinator and travel costs associated with attending State and National Conferences.
- travel costs to CTE secondary and postsecondary teachers to attend industry certification workshops, professional development and state and regional conferences
- postage, Fed Ex Express packages and envelopes to mail letters to parents/students regarding Career Pathway credits.

ARTICLE #1: SCOPE OF WORK (CONTRACTUAL DUTIES)

EXAMPLE: Contingent upon funding from the FLDOE, the fiscal agent will be required to provide its consortium stakeholders with a minimum of two semiannual reports (12/31/2024 & 6/30/2025) and one annual report (6/30/25) that must include, but not be limited to the following updates information:

- Minutes from consortium meetings
- Copies of the Career Pathway Presentation and Credits Ticket for each consortium stakeholder's district location
- List of senior completers invited to each presentation.
- Revised and updated articulation agreements

- Description of how postsecondary credits shall be awarded under the articulation academic and career & technical education courses from grade 9 through the postsecondary component of the program of study
- A description of the post-secondary credentials (industry certification/licensure, certificate, associate and baccalaureate degrees) available to students under the program of study.

ARTICLE #2: DELIVERABLES (EXPECTATIONS)

Validation or evidence of having completed the minimum standard of performance shall include: The Mid Florida Consortium was formed in order to create a seamless transition from the secondary programs of study to the postsecondary programs of study. Through the deliverables the high school/college program coordinator will collaborate with the consortium stakeholders and students to create an understanding of opportunities available for student growth and career development. The evaluation of the Consortium will be an expectant increase in the number of articulated credits or clock hours at the postsecondary level or passing a Gold Standard Industry Certification for articulated credits.

The following scope of activities (deliverables) will trigger the payment. Deliverables will be submitted for documentation supporting deliverables have been met.

ARTICLE #3: COST ANALYSIS (CONTRACTUAL PAYMENT) + DELIVERABLE

The cost reimbursement unit performance rate shall be triggered by an invoice from the fiscal agent which include the aforementioned deliverables.

ARTICLE #4: WORK PLAN

Deliverable	Description	Due Date	Unit Rate/ Payment Amount	Validation/ Documentation	100%	CCF	Marion County Secondary	Marion Technical College	Citrus County Secondary	WTC (PS Tech Center)	Levy County Secondary
1. Career Pathway Workshops	Career Pathway Presentation for each consortium stakeholder's district location, for students enrolled in a program of study articulated to the College of Central Florida. Assisting in applying for Career Pathway credits and assisting in Career Development Activities.	4/1/2025	\$2,421.25	Agendas for each Consortium Stakeholder's Presentation along with documentation of eligible students invited at each location.	\$12,060.00	\$4,900.00	\$4,110.00	\$400.00	\$1,725.00	\$300.00	\$625.00
2. Signed Articulation Agreements	Articulation agreements included within inter-institutional agreements will be signed and approved by the participating secondary and postsecondary agency heads for College of Central Florida (CCF), Marion County School District, Citrus County School District, Levy County School District. The Mid Florida Consortium was formed in order to create a seamless transition from the secondary programs of study to the postsecondary programs of study. Through the deliverables the high school/college program coordinator will collaborate with the consortium stakeholders and students to create an understanding of opportunities available for student growth and career development. The evaluation of the Consortium will be an expectant increase in the number of articulated credits or clock hours at the postsecondary level or passing a Gold Standard Industry Certification for articulated credits.	11/1/2024	\$1,000.00	Signed local articulation agreements will be submitted with invoice to Mid Florida Consortium Stakeholders by due date. Signed local agreements for each Marion, Citrus and Levy School Districts will be submitted	\$3,000.00	\$800.00	\$1,200.00	\$300.00	\$300.00	\$100.00	\$300.00

3. Eligibility of College Credit or Clock Hours	20% of graduating designated Career Pathway students in Marion, Citrus and Levy counties will earn eligibility to receive articulated Career Pathways College Credit or Clock hours, by passing the college level final exam, portfolio or passage of Articulated Industry Certification as detailed in approved local articulation agreements.	5/1/2025	\$132.50	Report of students with eligibility credits or clock hours will be submitted with invoice to Mid Florida Consortium Stakeholders by due date.	\$4,240.00	\$1,700.00	\$1,690.00	\$300.00	\$275.00	\$100.00	\$175.00
TOTAL					\$19,300.00	\$7,400.00	\$7,000.00	\$1,000.00	\$2,300.00	\$500.00	\$1,100.00

ARTICLE #5: INSPECTION OF RECORDS

The FLDOE, the State of Florida Division of Financial Services and the U.S. Department of Education, or their agents, may inspect all records related to this Service Agreement. Such records will be available in the EACH CONSORTIUM STAKEHOLDER'S Office for Finance and its Perkins and Career Pathways offices. Access to a student's education records as defined by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. s. 1232g and federal regulations issued at 34 C.F.R. 99.1 et seq., is permitted based on Florida Statute Section 1006.52(2), FERPA regulation section 34 C.F.R. 99.31. All parties receiving access to student educational records must use and maintain them in accordance with FERPA, including any requirements with regard to re-disclosure and recordkeeping.

ARTICLE #6: REMEDIES FOR NON-COMPLIANCE/NON-PERFORMANCE

In the event that the Contractor does not fulfill any of the requirements set forth under Article (Scope of Work), EACH CONSORTIUM STAKEHOLDER'S is not obligated to reimburse for non-compliance or performance. Otherwise, EACH CONSORTIUM STAKEHOLDER'S may select to pay at a per unit rate for partial performance.

ARTICLE #7: REQUIRED REPORTS

Contractor #1 shall prepare and submit a summative programmatic and financial status report to EACH CONSORTIUM STAKEHOLDER'S as justification for reimbursement for performance. Moreover, the report shall be made available to FLDOE upon request.

ARTICLE#8: RECORD KEEPING

EACH CONSORTIUM STAKEHOLDER'S Office for Finance and the Perkins Programmatic Office will maintain both financial and programmatic records related to the performance of this Agreement. The FLDOE, Department of Financial Service, the USDOE, and the Florida Auditor General, or their agents will have access to such records upon request, subject to the provisions in Article 3 "Inspection of Records" of this Agreement. Records will be maintained for **five years** from the last day of the program or longer as may be required by law if there is an ongoing investigation or audit.

ARTICLE #9: COST ACCOUNTING

In accordance with the deliverable schedule as shown in Article #4, each Stakeholder of the Consortium will contribute an amount from the Perkins Grant funds to the Fiscal Agent as reimbursement for performance. College of Central Florida Office for Finance will provide fiscal oversight of the funds.

ARTICLE #10: NON-EXPENDABLE PROPERTY

Funds provided through this Agreement will not be used to acquire non expendable property as described in the FLDOE, Request For Application for the Carl D. Perkins, Career and Technical Education, Secondary, Section 131.

ARTICLE #11: RETURN OF UNUSED FUNDS

In the event of unused funds for this Service Agreement at the close of the grant year, the fiscal agent, will return the unused funds to the FLDOE.

ARTICLE #12: COST

In accordance with the United States Office of Management and Budget (“OMB”) Circular A-87, Attachment A “Cost Principles For Educational Institutions,” all costs associated with this Agreement are reasonable, allowable, allocable, documented, and require repayment for all disallowed costs.

ARTICLE #13: AUDITS

Audits pursuant to this Agreement shall be governed as provided in “Audit Requirements as specified in the OMB Circular A133 and Section 215.97, F.S (as revised).

ARTICLE #14: MONITORING PROCESS

In accordance with the Carl D. Perkins Strengthening Career and Technical Education for the 21st Century Act of 2018 all parties will comply with program and fiscal requirements related to the monitoring process according to applicable federal and state laws and regulations specified by: Education Department General Administrative Regulations (EDGAR), Office of Management and Budget (OMB) Circulars, and Florida Department of Financial Services *Reference Guide for State Expenditures* and guidelines published in the Florida Department of Education’s *Green Book*.

ARTICLE #15: TERMINATION

This Agreement shall be terminated if any Stakeholder of the Contract fails to perform its duties or responsibilities under this Agreement and/or in accordance with the conditions for this addendum as described in the. Carl D. Perkins Strengthening Career and Technical Education for the 21st Century Act of 2018 FLDOE.

ARTICLE #16: REFERENCES

The recommendations in this Addendum are based on Florida Statutes, Sections 215.422, 216.347, 216.3475, 287.058, and 287.133; Rule 60A-1.017, Florida Administrative Code; and State of Florida Contract and Grant User Guide .

COLLEGE OF CENTRAL FLORIDA

6

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: January 22, 2025

SUBJECT: Board Policies/Actions

INITIATOR: Dr. Tamara Viviano-Broderick
Vice-President of Institutional Effectiveness and College Relations

THROUGH: Dr. James D. Henningsen
President

DATE: January 15, 2025

BACKGROUND AND PERTINENT FACTS (including Objective):

Attached is the following revised Board policy presented for a first reading:

- A. 1.01 Equal Access/ Equal Opportunity
- B. 1.03 Discrimination, Harassment and Related Misconduct
- C. 3.01 Advertising/Solicitation on Campus
- D. 4.05 Role and Responsibility of Counselors
- E. 5.17 Payment to Construction Contractors
- F. 7.06 Student Activities
- G. 7.12 College Preparatory Testing, Placement and Instructions

Proposed additions to the revised policies are redlined. A copy of the policy as it will appear following approval is attached.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees acknowledges the revised policies as a first reading item and authorizes advertisement of a public hearing.



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title: EQUAL ACCESS / EQUAL OPPORTUNITY	Number: 1.01	Page: 1 of <u>2</u>
See Procedures: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Legal Authority: Florida Statutes 760.01, 794.011, 1000.05, 1004.06 , 1001.64, 1001.65, 1012.855; Title VI and VII CRA of 1964, Amended 1972, Title IX Educational Amendments Act of 1972, Section 504 of Rehabilitation Act of 1973, Genetic Information Non-Discrimination Act of 2008, Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act, 20 U.S.C. § 1092 (f); § 304, Violence Against Women Reauthorization Act of 2022, Pregnancy Discrimination Act of 1978, Age Discrimination Employment Act of 1967, Vietnam Veterans Readjustment Assistance Act of 1974, Americans with Disabilities Act of 1990; Americans with Disabilities Act Amendments Act of 2008.	Board Adoption/Revision Approval Dates: 10/19/88, 5/23/00, 10/22/02, 6/21/11, 6/26/12, 1/27/16, 10/30/2019, 4/26/23, 2/26/25	

The College of Central Florida offers equal access and equal opportunity in its employment practices, admissions and educational activities. The college will not discriminate on the basis of race, color, ethnicity, religion, sex, ~~pregnancy~~, age, marital status, ~~national origin~~, genetic information, ~~sexual orientation~~, ~~gender identity~~, veteran status, ~~or~~ disability status and any other factors prohibited under applicable federal, state, and local civil rights laws and regulations. in its employment practices or in the admission and treatment of students.

Additionally, neither the college, nor its direct-support organization(s), will expend any funds, regardless of source, to purchase membership in or goods and services from any organization ~~that which~~ discriminates on the basis of race, color, national origin, sex, disability, or religion. In addition, the institution will not expend any state or federal funds to promote, support, or maintain any programs or activities that: (a) violate s.1000.05; or (b) advocate for diversity, equity, and inclusion, or promote or engage in political or social activism, as defined by the rules of the State Board of Education. ~~color, ethnicity, religion, sex, pregnancy, age, marital status, national origin, genetic information or disability status.~~

The college will not tolerate discrimination, harassment and/or sexual harassment of students by other students or employees, discrimination, harassment and/or sexual harassment of employees by other employees or students, or discrimination, harassment and/or sexual harassment of students by third parties in any of its programs, activities or employment.

<u>Title:</u>	<u>Number:</u>	<u>Page</u>
<u>Equal Access / Equal Opportunity</u>	<u>1.01</u>	<u>Page 2 of 2</u>

The college will broadly publish and circulate its policy of equal access/equal opportunity by including the policy in correspondence, media communication, and printed material. The college will engage the services of only those professional organizations, employment agencies, contracts or other agents whose policies are in alignment with the equal opportunity policy of the college.



COLLEGE OF CENTRAL FLORIDA POLICY MANUAL

Title: DISCRIMINATION, HARASSMENT, AND RELATED MISCONDUCT	Number: 1.03	Page: Page 1 of 26
See Procedures: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Legal Authority: Florida Statutes 760.01, 794.011, 1000.05, 1001.02, 1001.64, 1012.855; Title VI and VII CRA of 1964, Amended 1972, Title IX Education Amendments Act of 1972, 34 CFR Part 106 (2020) Section 504 of Rehabilitation Act of 1973, GINA Act of 2008; Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act, 20 U.S.C. Section 1092 (f); Section 304, Violence Against Women Reauthorization Act of 2013, Pregnancy Discrimination Act of 1978, Age Discrimination Employment Act of 1967, Vietnam Veterans Readjustment Assistance Act of 1974, Americans with Disabilities Act of 1990; Americans with Disabilities Act Amendments Act of 2008.	Board Adoption/Revision Approval Dates: 10/30/2019, 12/2/2020, <u>02/26/25</u>	

I. POLICY STATEMENT

- A. The College of Central Florida (College) is committed to providing equal opportunity for employment and educational opportunities to all applicants for employment, employees, applicants for admission, students, and others affiliated with the College, without regard to race, ethnicity, color, national origin, age, religion, disability, marital status, sex/~~gender~~, genetic information, ~~sexual orientation, gender identity, pregnancy~~, veteran status and any other factor protected under applicable federal, state, and local civil rights laws, rules and regulations (collectively referred to as “Protected Status”).
- B. The college strives to be a community in which all members can learn and work in an atmosphere free from all forms of harassment, including sexual harassment, discrimination, intimidation and/or retaliation. This policy prohibits all forms of discrimination and harassment based on Protected Status. It expressly, therefore, also prohibits sexual assault and sexual exploitation, which by definition involve conduct

College of Central Florida does not discriminate against any person on the basis of race, color, ethnicity, religion, sex, pregnancy, age, marital status, national origin, genetic information, sexual orientation, gender identity, veteran status or disability status in its programs, activities and employment. For inquiries regarding nondiscrimination policies contact Dr. Mary Ann Begley, Title IX Coordinator, Ocala Campus, Building 3, Room 117H, 3001 S.W. College Road, 352-291-4410 or Equity@cf.edu.

Title:	Number:	Page
DISCRIMINATION, HARASSMENT, AND RELATED MISCONDUCT	1.03	Page 2 of 26

of a sexual nature and are prohibited forms of ~~sexual or gender~~-based harassment. This policy further prohibits stalking, dating violence, and domestic violence, which need not be based on an individual's protected status. Finally, this policy prohibits complicity for knowingly assisting in an act that violates this policy and retaliation against an individual because of his or her good faith participation in the reporting, investigation, and/or adjudication of violations of this policy. These behaviors are collectively referred to in this policy as prohibited conduct.

- C. All members of the college community are responsible for conducting themselves in accordance with this policy and other college policies and procedures. College students and employees who violate this policy may face discipline up to and including expulsion or termination.
- D. College community members should be aware that every employee is responsible for making the college aware of any concerns or complaints of discrimination, harassment and/or related misconduct. The section on Mandated Reporting details employee responsibilities and duties. The College has designated that ~~the Director of Diversity and Inclusion serves as the~~ Title IX Coordinator ~~and~~ is the individual responsible for receiving any information that may indicate discrimination, harassment and/or related misconduct.
- E. The College has an obligation to make reasonable efforts to investigate and address known or suspected instances of prohibited conduct. To foster a climate that encourages prevention and reporting of prohibited conduct, the College will actively promote prevention efforts, educate the college community, respond to all reports promptly, provide supportive protective measures to address safety and emotional well-being, and act in a manner that recognizes the inherent dignity of the individuals involved.
- F. The College, as an educational community, will promptly and equitably respond to reports of sexual assault, interpersonal violence, and stalking in order to eliminate the harassment, prevent its recurrence, and address its effects on any individual or the community. The college recognizes that sexual assault, dating violence, domestic violence, and stalking encompass a broad spectrum of conduct and will respond according to both the severity of the offense and the threat it poses to the campus community.

II. SCOPE AND APPLICABILITY OF POLICY

A. Individuals Covered

- 1. This policy and associated procedures apply to the conduct and protect college students, employees, interns, volunteers, and visitors. The non-discrimination

Title:	Number:	Page
DISCRIMINATION, HARASSMENT, AND RELATED MISCONDUCT	1.03	Page 3 of 26

provisions also apply to contractors and other third parties under circumstances within the college's control. However, this policy does not apply to complaints concerning performance appraisals, grades, or complaints that are not based on protected status.

2. When used in this policy, Complainant refers to any individual who may have been the subject of any prohibited conduct by an individual or organization covered under the policy, regardless of whether the Complainant makes a report or seeks action under the policy. Respondent refers to any individual who has been alleged to have violated the policy.

B. Jurisdiction

1. This Policy applies to all prohibited conduct that occurs on campus (including the Ocala Campus, Citrus Campus, Levy Campus, Vintage Farm Campus, Hampton Campus, Appleton Museum, and any other property owned or leased by the college) and off-campus at college-sponsored events and activities. It also applies to online or electronic conduct, if the conduct occurs in the context of an employment or education program or activity of the College, has continuing adverse effects on campus, or has continuing adverse effects in an off-campus employment or education program or activity.
2. This policy can also be applicable to the effects of off-campus misconduct that effectively deprive someone of access to the College's educational program. The College may extend jurisdiction when the Title IX Coordinator determines that the conduct affects a substantial College interest.
3. Regardless of when, where, and with whom the conduct occurred, the college will offer reasonably available resources and assistance to individuals covered by this policy who report or experience prohibited conduct. In cases of sexual assault, dating violence, domestic violence, and stalking, if the Respondent is not a member of the college community, the College will also assist the Complainant in identifying and contacting external law enforcement agencies and community resources.
4. All vendors serving the College through third party contracts are subject to the policies and procedures of their employers (or if applicable, to this Policy and accompanying procedure to which their employer has agreed to be bound by their contracts).
5. The Title IX Coordinator may be able to advocate for a student or employee Complainant who experiences discrimination in an internship, study abroad program, or other environment external to the College where sexual harassment or

Title:	Number:	Page
DISCRIMINATION, HARASSMENT, AND RELATED MISCONDUCT	1.03	Page 4 of 26

nondiscrimination policies and procedure of the facilitating or host organization may give recourse to the Complainant.

C. Time Limits on Reporting

There is no time limitation on [providing notice/reporting](#) complaints [of discrimination, harassment or related misconduct](#) to the Title IX Coordinator. However, if the Respondent is no longer subject to the College's jurisdiction and/or significant time has passed, the ability to investigate, respond, and provide remedies may be more limited or impossible.

Acting on notice/complaints significantly impacted by the passage of time (including, but not limited to, the rescission or revision of policy) is at the discretion of the Title IX Coordinator, who may document allegations for future reference, offer supportive measures and/or remedies, and/or engage in informal or formal action, as appropriate.

When notice/complaint is affected by significant time delay, the Recipient will typically apply the policy in place at the time of the alleged misconduct and the procedures in place at the time of notice/complaint.

D. Online Harassment and Misconduct

The policies of the College are written and interpreted broadly to include online and cyber manifestations of any of the behaviors prohibited below, when those behaviors occur in or have an effect on the College's education program and activities or use College networks, technology, or equipment.

While the College may not control websites, social media, and other venues in which harassing communications are made, when such communications are reported to the College, it will engage in a variety of means to address and mitigate the effects.

Members of the community are encouraged to be good digital citizens and to refrain from online misconduct, such as feeding anonymous gossip sites, sharing inappropriate content via social media, unwelcome sexting, revenge porn, breaches of privacy, or otherwise using the ease of transmission and/or anonymity of the Internet or other technology to harm another member of the College community.

Any online postings or other electronic communication by students, including cyber-bullying, cyber-stalking, cyber-harassment, etc., occurring completely outside of the College's control (e.g., not on College networks, College's Canvas Learning Platform, websites, or between College email accounts) will only be subject to this policy when such online conduct can be shown to cause a substantial in-program disruption.

Otherwise, such communications are considered speech protected by the First Amendment. Supportive measures for Complainants will be provided, but protected speech cannot legally be subjected to discipline.

Off-campus harassing speech by employees, whether online or in person, may be regulated by

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the College only when such speech is made in an employee's official or work-related capacity.

III. PROHIBITED CONDUCT

This policy prohibits all forms of discrimination and harassment based on an individual's protected status, including, race, color, national origin, ethnicity, age, religion, disability, marital status, sex/~~gender~~, genetic information, ~~sexual orientation, gender identity, pregnancy~~, veteran status and any other factor protected under applicable federal, state, and local civil rights laws, rules and regulations. Additionally, this policy prohibits sexual assault, sexual exploitation, dating violence, domestic violence, stalking, complicity, and retaliation.

Prohibited conduct that constitutes discrimination and harassment based on protected status:

1. May be blatant and involve an overt action, threat, or reprisal; or may be subtle and indirect, with a coercive aspect that is unstated but implied.
2. May or may not include intent to harm.
3. May not always be directed at a specific individual.
4. May be committed by anyone, regardless of Protected Status, position, or authority.
5. May be committed by a stranger, an acquaintance, or someone with whom the Reporting Party has a current or previous relationship, including a romantic or sexual relationship.
6. May be committed by or against an individual or by or against an organization or group.
7. May occur in the classroom, in the workplace, or in any other setting.
8. May be a pattern of behavior or, if sufficiently severe, a one-time event.
9. May be committed in the presence of others, when the Complainant and Respondent are alone, or through remote communications, including email, text messages, or social media.
10. May take the form of threats, assault, property damage, economic abuse, and violence or threats of violence.
11. May include harassing or retaliatory behavior directed to a sexual or romantic partner, family member or friend of the Complainant.

IV. DEFINITIONS

- Age: The number of years from the date of a person's birth. With respect to employment, individuals who are forty (40) years of age or older are protected from Discrimination and Harassment. There is no age threshold for students or other participants in educational programs or activities.
- Complainant: An individual who is alleged to be the victim of conduct that could constitute harassment or discrimination based on a protected class; or

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retaliation for engaging in a protected activity.

Complaint (Formal): A document filed/signed by a Complainant or signed by the Title IX Coordinator alleging harassment or discrimination based on a protected class or retaliation for engaging in a protected activity against a Respondent and requesting that the College investigate the allegation.

Coercion: Coercion is unreasonable pressure for sexual activity. Coercive conduct differs from seductive conduct based on factors such as the type and/or extent of the pressure used to obtain consent. When someone makes clear that they do not want to engage in certain sexual activity, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive.

Color: An individual’s skin pigmentation, complexion, shade, or tone.

Complicity: Any act that knowingly aids, facilitates, promotes, or encourages the commission of Prohibited Conduct by another person.

[Confidential Employee:](#) [An employee who is confidential/privileged under state law and is designated by College policy to serve as a confidential employee.](#)

Consent: Consent is the communication of an affirmative, conscious, and freely made decision by each participant to engage in agreed upon forms of sexual contact. Consent requires an outward demonstration, through understandable words or actions, which conveys a clear willingness to engage in sexual contact.

Consent cannot ~~to~~ be inferred from silence, passivity, or a lack of resistance, and relying on non-verbal communication alone may result in a violation of this Policy. For example, a person who does not physically resist or verbally refuse sexual contact may not necessarily be giving Consent. There is no requirement that an individual verbally or physically resist unwelcome sexual contact for there to be a violation of this Policy.

Consent cannot ~~to~~ be inferred from an existing or previous dating or sexual relationship. Even in the context of a relationship, there must be mutual Consent to engage in sexual contact for each occasion and each form of sexual contact.

Consent to one form of sexual contact does not constitute Consent to any other form of sexual contact, nor does Consent to sexual contact with one

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person constitute Consent to sexual contact with any other person. Additionally, Consent to sexual contact on one occasion is not Consent to engage in sexual contact on another occasion.

Consent cannot be obtained by coercion, intimidation, threats or force, implied or expressed.

Consent cannot be obtained by taking advantage of a person’s mental or physical incapacitation or impairment where the person cannot understand the fact, nature, or extend of the sexual situation.

A person who has given Consent to engage in sexual contact may withdraw Consent at any time. However, withdrawal of Consent requires an outward demonstration, through understandable words or actions that clearly conveys that a party is no longer willing to engage in sexual contact. Once Consent is withdrawn, the sexual contact must cease immediately.

Whether a person has taken advantage of a position of influence over another person may be a factor in determining consent.

Note that generally in Florida, consent cannot legally be given by a minor under the age of 18, with certain specified statutory exceptions. Where a student who meets the legal age of consent, there will be a strong presumption that sexual activity between an adult employee and student is unwelcome and nonconsensual.

Dating Violence: Violence, on the basis of sex, committed by a person, who is in or has been in a social relationship of a romantic or intimate nature with the Complainant. The existence of such a relationship shall be determined based on the Complainant’s statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purposes of this definition, dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence.

Disability: A physical or mental impairment that substantially limits one or more major life activities; or a record of such impairment; or regarding an individual as having such impairment. A qualified person with a disability must be able to perform the essential functions of the employment, internship, or volunteer position or the academic or extracurricular

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program, with or without reasonable accommodation.

Discrimination: Conduct that is based upon an individual’s race, ethnicity, national origin, color, religion, age, disability, sex, ~~pregnancy status, gender identity, sexual orientation~~, marital status, genetic information, veteran’s status and any other factor protected under federal, state, and local civil rights laws, rules and regulations and that is sufficiently serious, persistent, or pervasive enough so as to unreasonably interfere with or limit:

- An employee’s or applicant for employment’s access to employment or conditions and benefits of employment;
- A student’s or admission applicant’s ability to participate in, access, or benefit from educational programs, services, or activities;
- An authorized volunteer’s ability to participate in a volunteer activity; or
- A guest’s or visitor’s ability to participate in, access, or benefit from the College’s programs.

Discrimination includes failing to provide reasonable accommodations, consistent with state and federal laws, to a qualified person with a disability.

Domestic Violence: Violence, on the basis of sex, committed by a current or former spouse or intimate partner of the Complainant, by a person with whom the Complainant shares a child in common, or by a person who is cohabitating with, or has cohabitated with, the Complainant as a spouse or intimate partner, or by a person similarly situated to a spouse of the Complainant under the domestic or family violence laws of Florida, or by any other person against an adult or youth Complainant who is protected from that person’s acts under the domestic or family violence laws of Florida.

Education Program or Activity: Locations, events, or circumstances where the College exercises substantial control over both the Respondent and the context in which the sexual harassment or discrimination occurs and also includes any building owned or controlled by a student organization that is officially recognized by the College.

Force: Force is the use of physical violence and/or physical imposition to gain sexual access. Force also includes threats, intimidation (implied threats), and coercion that is intended to overcome resistance or produce consent (e.g., “Have sex with me or I’ll hit you,” “Okay, don’t hit me, I’ll do what

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you want.”).

Sexual activity that is forced is, by definition, non-consensual, but non-consensual sexual activity is not necessarily forced. Silence or the absence of resistance alone is not consent. Consent is not demonstrated by the absence of resistance. While resistance is not required or necessary, it is a clear demonstration of non-consent.

Gender-Based Harassment:

Sexual harassment also includes harassment based on gender, sexual orientation, gender identity, which may include acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex/gender or sex/gender-stereotyping, even if the acts do not involve conduct of a sexual nature. Also included is harassment for exhibiting what is perceived as a stereotypical characteristic for one’s sex or for failing to conform to stereotypical notions of masculinity and femininity, regardless of the actual or perceived sex, gender, or sexual orientation of the individuals involved.

Gender Expression/Gender Identity:

An individual’s socially-constructed status based on the behavioral, cultural, or psychological traits typically associated with societal attribution of masculinity and femininity, typically related to one’s assigned sex at birth. This includes gender expression, which is how someone expresses his or her gender through appearance, behavior, or mannerisms, and gender identity, which is the gender with which an individual identifies psychologically, regardless of what gender he or she was assigned at birth. A person’s gender expression may not be the same as his or her gender identity.

Genetic Information:

Information about (i) an individual’s genetic tests, (ii) the genetic tests of family members of such individual, and (iii) the manifestation of a disease or disorder in family members of such individual. Genetic Information includes, with respect to any individual, any request for, or receipt of, genetic services, or participation in clinical research that includes genetic services by such individual or any family member of such individual.

Grievance Process

The Discrimination, Harassment and Related Misconduct Grievance Process for Employees and Students is the method of resolution designated by the College to address conduct that falls within the Policy and complies with the requirements of 34 CFR Part 106.45.

Harassment:

A type of discrimination that occurs when verbal, physical, electronic, or

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other conduct based on an individual's Protected Status interferes with that individual's educational environment, work environment; participation in a College program or activity; or receipt of legitimately requested services (e.g., disability or religious accommodations) and creates hostile environment harassment or quid pro quo harassment.

Hostile Environment Harassment:

Unwelcome conduct based on protected status that is so severe, persistent, or pervasive that it alters the conditions of education, employment, or participation in a college program or activity, thereby creating an environment that a reasonable person in similar circumstances and with similar identities would find hostile, intimidating, or abusive under both a subjective and objective assessment. An isolated incident, unless sufficiently severe, does not amount to hostile environment harassment.

In determining whether hostile environment harassment has been created ~~by an employee towards a student, the following factors may be considered~~ is a fact-specific inquiry that include consideration of the following factors:

- The identity and relationships of people involved;
- The number of individuals involved;
- The type, frequency, and duration of the conduct;
- The location (where and when) of the conduct and the context in which it occurred;
- The degree to which the conduct affected one or more student's ability to access the College's education program or activity;
- The type and degree of responsibility given to the employee, including both formal and informal authority, to provide aids, benefits, or services to students, to direct and control student conduct, or to discipline students generally;
- The degree of influence the employee has over the particular student involved, including in circumstances in which the harassment took place;
- The age and educational level of the student involved;
- As applicable, whether, in light of student's age and educational level and the way the school is run, it would be reasonable for the student to believe that the employee was in a position of responsibility over the student even if the employee was not; and
- Whether a reasonable person in the student's position would have found the conduct undesirable or offensive.

Incapacitation:

Sleep, unconsciousness, intermittent consciousness, or any other state where an individual is unaware or unable to give make a rational,

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reasonable decision to consent or appreciate the consequences of his or her consent to sexual contact.

Incapacitation may also exist because of alcohol or other drugs, and/or mental or developmental disability that impair the ability to consent to sexual contact. In respect to alcohol, evidence of incapacity can come from context clues such as the following:

- A witness or the accused may know how much the other party has consumed;
- Slurred speech;
- Bloodshot eyes;
- The smell of alcohol on the breath;
- Shaky equilibrium;
- Vomiting;
- Outrageous or unusual behavior; and/or
- Unconsciousness

It is a defense to a sexual assault policy violation that the Respondent neither knew nor should have known the Complainant to be physically or mentally incapacitated. “Should have known” is an objective, reasonable person standard which assumes that a reasonable person is both sober and exercising sound judgment.

Mandated Reporter: An employee of the College who is obligated by policy to share knowledge, notice, and/or reports of harassment, discrimination, and/or retaliation with the Title IX Coordinator.

National Origin/Ethnicity: An individual’s actual or perceived country or ethnicity of origin.

Notice: An employee, student, or third-party informs the Title IX Coordinator or other Official with Authority of the alleged occurrence of harassing, discriminatory, and/or retaliatory conduct.

Official with Authority: An employee of the College explicitly vested with the responsibility to implement corrective measures for harassment, discrimination, and/or retaliation on behalf of the College.

Protected Status: Consistent with federal, state, and local laws, the [College](#) prohibits discrimination and harassment based on race, ethnicity, color, national origin, age, religion, disability, marital status, [gendersex](#), genetic information, [sexual orientation](#), [gender identity](#), veteran’s status and any

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other factor protected under applicable federal, state, and local civil rights laws, rules, and regulations.

Quid Pro Quo Harassment: Unwelcome conduct based on Protected Status where submission to or rejection of such conduct is used, explicitly or implicitly, as the basis for decisions affecting an individual’s education, employment, or participation in a College program or activity.

Race: An individual’s actual or perceived racial or ethnic ancestry or physical characteristics associated with a person’s race, such as a person’s color, hair, facial features, height, and weight.

Religion: All aspects of religious observance and practice, as well as belief. A well-formed and thought-out set of beliefs held by more than one individual, which may not necessarily involve belief in a supreme being. The College will accommodate an individual’s observances and practices required by his or her creed, unless it is unable to reasonably accommodate an individual’s creed-required observance or practice without undue hardship.

Respondent: An individual who is alleged to have violated the College Policy on Discrimination, Harassment, and Related Misconduct and who is named in a report alleging violation.

Retaliation: Acts or words taken against an individual because of the individual’s participation in a protected activity that would discourage a reasonable person from engaging in protected activity. Protected activity includes an individual’s: (i) good faith participation in the reporting, investigation, or resolution of an alleged violation of this Policy; (ii) opposition to policies, practices, or actions that the individual reasonably believes are in violation of the Policy; or (iii) requests for accommodations on the basis of religion or disability. Retaliation may include intimidation, threats, coercion, or adverse employment or educational actions.

Retaliation may be found even when an underlying report made in good faith is not substantiated. Retaliation may be committed by the Respondent, the Complainant, or any other individual or group of individuals.

Romantic Relationships: Romantic Relationships that might be appropriate in other circumstances are prohibited when they occur between a member of the college and a person for whom that individual has a professional responsibility (for example, an Instructor and a student in their class or an employee and a

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direct supervisor). Such relationships likely result in an appearance of unfair advantage and abuse of power accruing from the relationship.

Sex/~~Gender~~:

An individual’s biological status of male or female, including pregnancy. Conduct of a sexual nature is by definition based on sex as a Protected Status.

Sexual Assault:

[Sexual assault meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.](#) Sexual assault involves having or attempting to have sexual contact with another individual without consent. Sexual assault includes:

- a) Sex Offenses, Forcible: Any sexual act directed against another person, without the consent of the Complainant, including instances in which the Complainant is incapable of giving consent.
- b) Forcible Rape: Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the Complainant.
- c) Forcible Sodomy: Oral or anal sexual intercourse with another person, forcibly, and/or against that person’s will (non-consensually), or not forcibly or against the person’s will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
- d) Sexual Assault with an Object: The use of an object or instrument to penetrate, however slightly, the genital or anal opening of the body of another person, forcibly, and/or against that person’s will (non-consensually), or not forcibly or against the person’s will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
- e) Forcible Fondling: The touching of the private body parts of another person (buttocks, groin, breasts), for the purpose of sexual gratification, forcibly, and/or against that person’s will (non-consensually), or not forcibly or against the person’s will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

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f) Sex Offenses, Non-forcible:

- i) Incest: Non-forcible sexual intercourse, between persons who are related to each other, within the degrees wherein marriage is prohibited by Florida law.
- ii) Statutory Rape: Non-forcible sexual intercourse, with a person who is under the statutory age of consent of 18.

Sexual assault includes, without limitation, sexual battery as defined in Section 794, Florida Statutes.

Sexual Exploitation: Taking non-consensual or abusive sexual advantage of another for their own benefit or for the benefit of anyone other than the person being exploited, and that conduct does not otherwise constitute sexual harassment and it outside of Title IX under this policy. Examples of Sexual Exploitation include, but are not limited to:

- Sexual voyeurism (such as observing or allowing others to observe a person undressing or using the bathroom or engaging in sexual acts, without the consent of the person being observed)
- Invasion of sexual privacy.
- Taking pictures, video, or audio recording of another in a sexual act, or in any other
- sexually-related activity when there is a reasonable expectation of privacy during the activity, without the consent of all involved in the activity, or exceeding the boundaries of consent (such as allowing another person to hide in a closet and observe sexual activity, or disseminating sexual pictures without the photographed person's consent), including the making or posting of revenge pornography
- Prostituting another person
- Engaging in sexual activity with another person while knowingly infected with human immunodeficiency virus (HIV) or a sexually-transmitted disease (STD) or infection (STI), without informing the other person of the infection
- Causing or attempting to cause the incapacitation of another person (through alcohol, drugs, or any other means) for the purpose of compromising that person's ability to give consent to sexual activity, or for the purpose of making that person vulnerable to non-consensual sexual activity
- Misappropriation of another person's identity on apps, websites, or other venues designed for dating or sexual connections
- Forcing a person to take an action against that person's will by threatening to show, post, or share information, video, audio, or an image that depicts the person's nudity or sexual activity

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- Knowingly soliciting a minor for sexual activity
- Engaging in sex trafficking
- Creation, possession, or dissemination of child pornography

Sexual Harassment: Sexual Harassment, as an umbrella category, includes the offenses of sexual harassment, sexual assault, domestic violence, dating violence, and stalking, and is defined as conduct on the basis of sex that satisfies one or more of the following:

- 1) Quid Pro Quo:
 - a. an employee of the College,
 - b. conditions the provision of an aid, benefit, or service of the recipient,
 - c. on an individual's participation in unwelcome sexual conduct; and/or

- 2) Sexual Harassment:
 - a. unwelcome conduct,
 - b. determined by a reasonable person,
 - c. to be so severe, and
 - d. pervasive, and,
 - e. objectively offensive,
 - f. that it effectively denies a person equal access to the College's education program or activity.

- 3) Specific offenses:
 - a. Sexual assault
 - b. Dating violence
 - c. Domestic violence
 - d. Stalking

Sexual Orientation: The inclination or capacity to develop intimate emotional, spiritual, physical, and/or sexual relationships with those of the same or different sex or gender, or irrespective of sex or gender.

Stalking: Engaging in a course of conduct, on the basis of sex, directed at a specific person, that would cause a reasonable person to fear for the person's safety, or the safety of others; or suffer substantial emotional distress.

For the purposes of this definition, the following applies:

- Course of conduct means two or more acts, including, but not limited to, acts in which the Respondent directly, indirectly, or through third parties, by any action, method, device, or means,

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follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.

- Reasonable person means a reasonable person under similar circumstances and with similar identities to the Complainant.
- Substantial emotional distress means significant mental suffering or anguish that may but does not necessarily require medical or other professional treatment or counseling.

Supportive Measures: Actions taken by the college to ensure equal access to its education programs and activities and to foster a more stable and safe environment during the process of reporting, investigation, and/or resolution.

Transgender: An umbrella term for individuals whose gender identity and/or expression is different from cultural expectations based on the sex they were assigned at birth.

Unwelcome Conduct: Conduct is unwelcome if an individual did not request or invite the conduct and regarded the conduct as undesirable or offensive. Acquiescence in the conduct or the failure to complain does not always mean that the conduct was welcome.

Unwelcomeness is subjective and determined by the Complainant (except when the Complainant is below the age of consent). Severity, pervasiveness, and objective offensiveness are evaluated based on the totality of the circumstances from the perspective of a reasonable person in the same or similar circumstances ("in the shoes of the Complainant"), including the context in which the alleged incident occurred and any similar, previous patterns that may be evidenced.

In cases involving a student who meets the legal age of consent in his or her state, there will still be a strong presumption that sexual activity between an adult employee and a student is unwelcome and nonconsensual. Subject to the strong presumption that sexual conduct between an adult employee and a student, the following factors are considered in determining welcomeness:

- The nature of the conduct and relationship of the school employee to the student, including the degree of influence (which could, at least in part, be affected by the student's age), authority, or control the employee has over the student; and
- Whether the student was legally or practically unable to consent to the sexual conduct.

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V. NOTICE—COMPLAINTS OF DISCRIMINATION, HARASSMENT, AND OR/RETALIATION

Notice or complaints of discrimination, harassment, and/or retaliation may be made by filing a complaint or giving verbal notice to the Title IX Coordinator. Such a report may be made at any time (including during non-business hours) by using the telephone number or email address, or by mail to the office address, listed for the Title IX Coordinator.

1. Supportive Measures

The College will offer and implement appropriate and reasonable supportive measures to the parties upon notice of alleged harassment, discrimination, and/or retaliation.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the parties to restore or preserve access to the College's education program or activity, including measures designed to protect the safety of all parties or the College's educational environment, and/or deter harassment, discrimination, and/or retaliation.

The Title IX Coordinator promptly makes supportive measures available to the parties upon receiving notice or a complaint. At the time that supportive measures are offered, the College will inform the Complainant, in writing, that they may file a formal complaint with the College either at that time or in the future, if they have not done so already. The Title IX Coordinator works with the Complainant to ensure that their wishes are taken into account with respect to the supportive measures that are planned and implemented.

The College will maintain the privacy of the supportive measures, provided that privacy does not impair the College's ability to provide the supportive measures. [The](#) College will act to ensure as minimal an academic impact on the parties as possible. The College will implement measures in a way that does not unreasonably burden the other party.

These actions may include, but are not limited to:

- Referral to counseling, medical, and/or other healthcare services
- Referral to the Employee Assistance Program
- Referral to the Student Assistance Program
- Referral to community-based service providers
- Student financial aid counseling
- Education to the community or community subgroup(s)
- Altering work arrangements for employees or student-employees
- Safety planning
- Providing campus safety escorts
- Providing transportation accommodations
- Implementing contact limitations (no contact orders) between the parties
- Academic support, extensions of deadlines, or other course/program-related adjustments

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- Trespass, Persona Non Grata (PNG), or Be-On-the-Lookout (BOLO) orders
- Timely warnings
- Class schedule modifications, withdrawals, or leaves of absence
- Increased security and monitoring of certain areas of the campus
- Any other actions deemed appropriate by the Title IX Coordinator

Violations of no contact orders will be referred to appropriate student or employee conduct processes for enforcement.

2. Emergency Removal

The College can act to remove a Respondent entirely or partially from its education program or activities on an emergency basis when an individualized safety and risk analysis has determined that an immediate threat to the physical health or safety of any student or other individual justifies removal. This risk analysis is performed by the Title IX Coordinator in conjunction with the Threat Assistance Team using its standard objective violence risk assessment procedures.

In all cases in which an emergency removal is imposed, the student or employee will be given notice of the action and the option to request to meet with the Title IX Coordinator prior to such action/removal being imposed, or as soon thereafter as reasonably possible, to show cause why the action/removal should not be implemented or should be modified.

This meeting is not a hearing on the merits of the allegation(s), but rather is an administrative process intended to determine solely whether the emergency removal is appropriate. When this meeting is not requested in a timely manner, objections to the emergency removal will be deemed waived. A Complainant and their Advisor may be permitted to participate in this meeting if the Title IX Coordinator determines it is equitable to do so. This section also applies to any restrictions that a coach or athletic administrator may place on a student-athlete arising from allegations related to Title IX. There is no appeal process for emergency removal decisions.

A Respondent may be accompanied by an Advisor of their choice when meeting with the Title IX Coordinator for the show cause meeting. The Respondent will be given access to a written summary of the basis for the emergency removal prior to the meeting to allow for adequate preparation.

The Title IX Coordinator has sole discretion under this policy to implement or stay an emergency removal and to determine the conditions and duration. Violation of an emergency removal under this policy will be grounds for discipline, which may include expulsion or termination.

The College will implement the least restrictive emergency actions possible in light of the circumstances and safety concerns. As determined by the Title IX Coordinator, these actions could include, but are not limited to: temporarily re-assignment an employee, restricting a student's or employee's access to or use of facilities or equipment, allowing a student to

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withdraw or take grades of incomplete without financial penalty, authorizing an administrative leave, and suspending a student’s participation in extracurricular activities, student employment, student organizational leadership, or intercollegiate/intramural athletics.

At the discretion of the Title IX Coordinator, alternative coursework options may be pursued to ensure as minimal an academic impact as possible on the parties.

3. Promptness

All allegations are acted upon promptly by the College once it has received notice or a formal complaint. Complaints can take 60-90 business days to resolve, typically. There are always exceptions and extenuating circumstances that can cause a resolution to take longer, but the College will avoid all undue delays within its control.

Any time the general timeframes for resolution outlined in College procedures will be delayed, the College will provide written notice to the parties of the delay, the cause of the delay, and an estimate of the anticipated additional time that will be needed as a result of the delay.

4. Privacy

Every effort is made by the College to preserve the privacy of reports. The College will not share the identity of any individual who has made a report or complaint of harassment, discrimination, or retaliation; any Complainant, any individual who has been reported to be the perpetrator of sex discrimination, any Respondent, or any witness, except as permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g; FERPA regulations, 34 CFR part 99; or as required by law; or to carry out the purposes of 34 CFR Part 106, including the conducting of any investigation, hearing, or grievance proceeding arising under these policies and procedures.

The College reserves the right to designate which College officials have a legitimate educational interest in being informed about incidents that fall within this policy, pursuant to the Family Educational Rights and Privacy Act (FERPA).

Only a small group of officials who need to know will typically be told about the complaint. Information will be shared as necessary with Investigators, Decision Makers, witnesses, and the parties. The circle of people with this knowledge will be kept as tight as possible to preserve the parties’ rights and privacy.

The College may contact parents/guardians to inform them of situations in which there is a significant and articulable health and/or safety risk, but will usually consult with the student first before doing so.

5. Confidentiality

Confidentiality exists in the context of laws that protect certain relationships, including those

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who provide services related to medical and clinical care, mental health providers, counselors, and ordained clergy. The law creates a privilege between certain health care providers, mental health care providers, attorneys, clergy, spouses, and others, with their patients, clients, parishioners, and spouses. The College has designated individuals who have the ability to have privileged communications as Confidential Resources. For more information about Confidential Resources, see Section V, paragraph 1. When information is shared by a Complainant with a Confidential Resource, the Confidential Resource cannot reveal the information to any third party except when an applicable law or a court order requires or permits disclosure of such information. For example, information may be disclosed when: (i) the individual gives written consent for its disclosure; (ii) there is a concern that the individual will likely cause serious physical harm to self or others; or (iii) the information concerns conduct involving suspected abuse or neglect of a minor under the age of 18, elders, or individuals with disabilities. Non-identifiable information may be shared by Confidential Resources for statistical tracking purposes as required by the federal Clery Act. Other information may be shared as required by law.

VI. MANDATED REPORTING

All College employees (faculty, staff, administrators), [who are not designated as a Confidential Resource](#), are expected to report actual or suspected discrimination or harassment to the Title IX Coordinator immediately, though there are some limited exceptions.

In order to make informed choices, it is important to be aware of confidentiality and mandatory reporting requirements when consulting campus resources. On campus, ~~some resources may maintain confidentiality and are only the Confidential Resources~~ is not required to report actual or suspected discrimination or harassment. The [Confidential Resource](#) may offer options and resources without any obligation to inform an outside agency or campus official unless a Complainant has requested the information be shared.

If a Complainant expects formal action in response to their allegations, reporting to any Mandated Reporter can connect them with resources to report crimes and/or policy violations, and these employees will immediately pass reports to the Title IX Coordinator (and/or police, if desired by the Complainant), who will take action when an incident is reported to them.

The following sections describe the reporting options at the College for a Complainant or third-party (including parents/guardians when appropriate):

1. Confidential Resources

If a Complainant would like the details of an incident to be kept confidential, the Complainant may speak with [the Director of Accessibility and Counseling Services who is designated as the College's Confidential Resource. The College's Confidential Resources is located in the Bryant Student Union, Building 5, Room 205F. Complainants may also speak confidentially with off-campus resources such as:](#)

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- ~~On campus licensed professional counselors and staff~~
- Counselors with the Employee Assistance Program
- Counselors with the Student Assistance Program
- Off-campus (non-employees):
 - Licensed professional counselors and other medical providers
 - Local rape crisis counselors
 - Domestic violence resources
 - Local or state assistance agencies
 - Clergy/Chaplains
 - Attorneys

~~All of the above listed individuals~~ The Confidential Resource will maintain confidentiality when acting under the scope of their licensure, professional ethics, and/or professional credentials, except in extreme cases of immediacy of threat or danger or abuse of a minor, an elder or an individual with a disability, or when required to disclose by law or court order.

~~College employees who are confidential~~ The Confidential Resource will timely submit anonymous statistical information for Clery Act purposes unless they believe it would be harmful to ~~their client, patient, or parishioner~~ the Complainant.

2. Anonymous Notice to Mandated Reporters

At the request of a Complainant, notice may be given by a Mandated Reporter to the Title IX Coordinator anonymously, without identification of the Complainant. The Mandated Reporter cannot remain anonymous themselves.

If a Complainant has requested that a Mandated Reporter maintain the Complainant's anonymity, the Mandated Reporter may do so unless it is reasonable to believe that a compelling threat to health or safety could exist. The Mandated Reporter can consult with the Title IX Coordinator on that assessment without revealing personally identifiable information.

Anonymous notice will be investigated by the College to the extent possible, both to assess the underlying allegation(s) and to determine if supportive measures or remedies can be provided. However, anonymous notice typically limits the Recipient's/College's ability to investigate, respond, and provide remedies, depending on what information is shared.

When a Complainant has made a request for anonymity, the Complainant's personally identifiable information may be withheld by a Mandated Reporter, but all other details must be shared with the Title IX Coordinator. Mandated reporters may not be able to maintain requests for anonymity for Complainants who are minors, elderly, and/or disabled, depending on Florida state law reporting requirement.

3. Mandated Reporters and Formal Notice/Complaints

All employees of the College (including student employees), with the exception of ~~those the~~

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individual(s) who are designated as Confidential Resources, are Mandated Reporters and must promptly share with the Title IX Coordinator all known details of a report made to them in the course of their employment.

Employees must also promptly share all details of behaviors under this policy that they observe or have knowledge of, even if not reported to them by a Complainant or third-party.

Complainants may want to carefully consider whether they share personally identifiable details with non-confidential Mandated Reporters, as those details must be shared with the Title IX Coordinator.

Generally, disclosures in climate surveys, classroom writing assignments or discussions, human subjects research, or at events such as “Take Back the Night” marches or speak-outs do not provide notice that must be reported to the Title IX Coordinator by employees, unless the Complainant clearly indicates that they desire a report to be made or a seek a specific response from the College.

Supportive measures may be offered as the result of such disclosures without formal College action.

Failure of a Mandated Reporter, as described above in this section, to report an incident of harassment or discrimination of which they become aware is a violation of College policy and can be subject to disciplinary action for failure to comply.

Though this may seem obvious, when a Mandated Reporter is engaged in harassment or other violations of this policy, they still have a duty to report their own misconduct, though the College is technically not on notice when a harasser is also a Mandated Reporter unless the harasser does in fact report themselves.

Finally, it is important to clarify that a Mandated Reporter who is themselves a target of harassment or other misconduct under this policy is not required to report their own experience, though they are, of course, encouraged to do so.

VII. WHEN A COMPLAINANT DOES NOT WISH TO PROCEED

If a Complainant does not wish for their name to be shared, does not wish for an investigation to take place, or does not want a formal complaint to be pursued, they may make such a request to the Title IX Coordinator, who will evaluate that request in light of the duty to ensure the safety of the campus and to comply with state or federal law.

The Title IX Coordinator has ultimate discretion over whether the College proceeds when the Complainant does not wish to do so, and the Title IX Coordinator may sign a formal complaint to initiate a grievance process upon completion of an appropriate violence risk assessment.

The Title IX Coordinator’s decision should be based on results of the violence risk assessment

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that show a compelling risk to health and/or safety that requires the College to pursue formal action to protect the community.

A compelling risk to health and/or safety may result from evidence of patterns of misconduct, predatory conduct, threats, abuse of minors, use of weapons, and/or violence. Recipients may be compelled to act on alleged employee misconduct irrespective of a Complainant's wishes.

The Title IX Coordinator must also consider the effect that non-participation by the Complainant may have on the availability of evidence and the College's ability to pursue a Formal Grievance Process fairly and effectively.

When the Title IX Coordinator ~~executes the written complaint~~ initiates the grievance procedure, the Coordinator ~~y~~ does not become the Complainant. The Complainant is the individual who is alleged to be the victim of conduct that could constitute a violation of this policy.

When the College proceeds, the Complainant (or their Advisor) may have as much or as little involvement in the process as they wish. The Complainant retains all rights of a Complainant under this Policy irrespective of their level of participation. Typically, when the Complainant chooses not to participate, the Advisor may be appointed as proxy for the Complainant throughout the process, acting to ensure and protect the rights of the Complainant.

Note that the College's ability to remedy and respond to notice may be limited if the Complainant does not want the College to proceed with ~~an investigation and/or the~~ grievance process. The goal is to provide the Complainant with as much control over the process as possible, while balancing the College's obligation to protect its community.

In cases in which the Complainant requests confidentiality/no formal action and the circumstances allow the College to honor that request, the College will offer informal resolution options ~~(see below), supportive measures, and remedies to the Complainant and the community, but will not otherwise pursue formal action.~~

If the Complainant elects to take no action, they can change that decision if they decide to pursue a formal complaint at a later date. Upon making a formal complaint, a Complainant has the right, and can expect, to have allegations taken seriously by College, and to have the incidents investigated and properly resolved through these procedures.

VIII. FEDERAL TIMELY WARNING OBLIGATIONS

Parties reporting sexual assault, domestic violence, dating violence, and/or stalking should be aware that under the Clery Act, the College must issue timely warnings for incidents reported to them that pose a serious or continuing threat of bodily harm or danger to members of the campus community.

The College will ensure that a Complainant's name and other identifying information is not disclosed, while still providing enough information for community members to make safety

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decisions in light of the potential danger.

IX. FALSE ALLEGATIONS AND EVIDENCE

Deliberately false and/or malicious accusations under this policy, as opposed to allegations which, even if erroneous, are made in good faith, are a serious offense and will be subject to appropriate disciplinary action.

Additionally, witnesses and parties knowingly providing false evidence, tampering with or destroying evidence after being directed to preserve such evidence, or deliberately misleading an official conducting an investigation can be subject to discipline under College policy.

X. AMNESTY FOR COMPLAINANTS AND WITNESSES

The College community encourages the reporting of misconduct and crimes by Complainants and witnesses. Sometimes, Complainants or witnesses are hesitant to report to College officials or participate in grievance processes because they fear that they themselves may be in violation of certain policies, such as underage drinking or use of illicit drugs at the time of the incident. Respondents may hesitate to be forthcoming during the process for the same reasons.

It is in the best interests of the College community that Complainants choose to report misconduct to College officials, that witnesses come forward to share what they know, and that all parties be forthcoming during the process.

To encourage reporting and participation in the process, College maintains a policy of offering parties and witnesses amnesty from minor policy violations – such as underage consumption of alcohol or the use of illicit drugs – related to the incident.

Amnesty does not apply to more serious allegations such as physical abuse of another or illicit drug distribution. The decision not to offer amnesty to a Respondent is based on neither sex nor gender, but on the fact that collateral misconduct is typically addressed for all students within a progressive discipline system, and the rationale for amnesty – the incentive to report serious misconduct – is rarely applicable to Respondent with respect to a Complainant.

Students: Sometimes, students are hesitant to assist others for fear that they may get in trouble themselves (for example, an underage student who has been drinking or using marijuana might hesitate to help take an individual who has experienced sexual misconduct to the Campus Police).

The College maintains a policy of amnesty for students who offer help to others in need. [While policy violations cannot be overlooked, the College may provide purely educational options with no official disciplinary finding, rather than punitive sanctions, to those who offer their assistance to others in need.

Employees: Sometimes, employees are hesitant to report harassment or discrimination they have

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experienced for fear that they may get in trouble themselves. For example, an employee who has violated the consensual relationship policy and is then assaulted in the course of that relationship might hesitate to report the incident to College officials.

The College may, at its discretion, offer employee Complainants amnesty from such policy violations (typically more minor policy violations) related to the incident. Amnesty may also be granted to Respondents and witnesses on a case-by-case basis.

XI. RETALIATION

Protected activity under this policy includes reporting an incident that may implicate this policy, participating in the grievance process, supporting a Complainant or Respondent, assisting in providing information relevant to an investigation, and/or acting in good faith to oppose conduct that constitutes a violation of this Policy.

Acts of alleged retaliation should be reported immediately to the Title IX Coordinator and will be promptly investigated. The College is prepared to take appropriate steps to protect individuals who fear that they may be subjected to retaliation.

It is prohibited for the College or any member of College’s community, [including students](#), to take materially adverse action by intimidating, threatening, coercing, harassing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by law or policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy and procedure.

Charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation.

The exercise of rights protected under the First Amendment does not constitute retaliation.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy and procedure does not constitute retaliation, provided that a determination regarding responsibility, alone, is not sufficient to conclude that any party has made a materially false statement in bad faith.

XII. CONFIDENTIALITY/PUBLIC RECORDS

All information regarding discrimination, harassment, retaliation, and sexual misconduct will remain confidential to the extent possible to provide for an effective investigation, and as allowed by law.

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Written records developed through the use of this internal complaint process are confidential in accordance with state law until a final determination is made.



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title: ADVERTISING AND COMMERCIAL MATERIALS / SOLICITATION ON CAMPUS	Number: 3.01	Page: 1 of 2
Legal Authority: Florida Statutes 1001.02, 1001.64, 1010.08		See Procedures: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Board Adoption/Revision Approval Dates: 9/3/80, 6/10/87, 10/19/88, 6/14/95, 5/19/99, 4/24/01, 10/22/02, 10/26/04, 12/13/05, 9/27/11, 2/26/20, <u>02/26/25</u>

Advertising and Commercial Materials / Solicitation on Campus

Individuals other than students or members of campus organizations shall not be permitted on campus to distribute commercial or advertising materials, solicit funds, or sell goods or services to employees, students, or campus organizations without the prior, specific approval by the President or the President’s designee. This rule prohibits the placing of printed commercial or advertising materials on vehicles in college parking lots.

Materials which may not be approved by the President for distribution include:

1. Indecent, vulgar or lewd material or obscenity defined in reference to minors;
2. Libelous material;
3. Material that promotes illegal activities for minors; and
4. Material that infringes upon someone else’s copyright.
- 4.5. Material that violates state or federal law.

The college may limit the time, place and manner of the distribution of materials that are approved by the President. Such restrictions may include prohibition of materials in classrooms, hallways or other thoroughfares where distribution would disrupt the educational environment or impede the free flow of student movement, as well as areas where individuals have a reasonable expectation of privacy.



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title: ADVERTISING AND COMMERCIAL MATERIALS / SOLICITATION ON CAMPUS	Number: 3.01	Page: 2 of 2
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Rosters of employees and students will not be released to commercial or non-college organizations or businesses.

Exceptions to this rule are those companies approved by the college to offer an employee benefit through payroll deduction.

Use of College Name, Logo or Seal in Advertisement:

Neither the college name nor its logo or seal shall be used in any way in joint advertising without the approval of the President or the President's designee. In all instances, materials displaying the college name, seal or logo and/or marketing the college will utilize a tag line which advises that the college offers equal access and equal opportunity in its employment, admissions and educational activities and will not discriminate in any way. At a minimum, the tag line "an equal opportunity college" shall be used to convey the above information.

Use of Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) Name, Logo or Seal in Advertisement:

In no instance will the college use the logo or seal of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) - in any form of advertisement. Should the college's accreditation be made a part of any advertisement, the following statement, unchanged in any way, is to be used: The College of Central Florida is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate and baccalaureate degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, GA 30033-4097 or call 404-679-4500 for questions about the accreditation of the College of Central Florida.



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title: ROLE AND RESPONSIBILITIES OF COUNSELORS <u>REPEALED</u>	Number: 4.05	Page: 1 of <u>13</u>
See Procedures: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Legal Authority: Florida Statutes 1001.02, 1001.64, 1012.82 FAC 6A-14.041	Board Adoption/Revision Approval Dates: 5/23/00, 11/28/00, 10/22/02, 10/25/05	

This policy number was previously assigned to “Role and Responsibilities of Counselors”. The College no longer has Counselor positions.

~~ROLE AND RESPONSIBILITIES~~

~~A CF counselor serves as a professional resource for students, faculty members, and administrators and, as such, shall work collaboratively with the goal of promoting student success on both an individual and institutional basis, developmentally and academically in classroom and non-classroom learning venues.~~

~~To this end, a CF counselor shall strive to, among other things:~~

- ~~▪ respect students and recognize and accept their uniqueness;~~
- ~~▪ respond to students’ needs;~~
- ~~▪ empower individuals with responsibility for lifelong self-direction; and~~
- ~~▪ establish high standards for demonstration of learning in pursuit of goals.~~

~~The following are categories of responsibility in which a counselor carries out the role enunciated above:~~

Responsibility Definitions:*

Advocacy

~~Responsibility for advocacy shall include:~~

- ~~▪ maintaining consistent interaction with students in varying settings;~~
- ~~▪ providing a sounding board for student concerns;~~
- ~~▪ supporting students’ efforts and representing their perspective in institutional planning and governance;~~
- ~~▪ communicating students’ needs and concerns;~~
- ~~▪ bridging departmental and disciplinary boundaries on behalf of students;~~
- ~~▪ serving as a resource to promote student success; and~~
- ~~▪ referring students to institutional resources as needed.~~



COLLEGE of CENTRAL FLORIDA

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Service to Students

Responsibility for service to students shall include:

- ~~▪ serving as the student development professional on campus;~~
- ~~▪ seeking to guide students to a level of personal development that encompasses both classroom and non-academic pursuits;~~
- ~~▪ providing academic advice;~~
- ~~▪ supporting student activities;~~
- ~~▪ mentoring students;~~
- ~~▪ assisting in the development of educational plans to meet career goals;~~
- ~~▪ providing individual students with personalized intervention appropriate to their circumstances; and~~
- ~~▪ offering a variety of workshops designed to help students deal with issues ranging from enhancement of personal life skills to success in transfer to universities.~~

College Service

Responsibility for College service shall include:

- ~~▪ participating in enrollment management activities;~~
- ~~▪ sharing professional expertise with colleagues and students beyond the classroom;~~
- ~~▪ collaborating with faculty members to meet student challenges and needs; and~~
- ~~▪ helping with issues such as disabilities, learning styles, study skills, and learning outcomes in an effort to facilitate student learning.~~

Teaching

Responsibility for teaching shall include:

- ~~▪ planning and preparing course content and curriculum;~~
- ~~▪ planning and preparing effective methodologies of instruction and assessment for the enhancement of learning; and~~
- ~~▪ encouraging personal contact with students in the learning environment through New Student Advisement Orientation and Career Exploration.~~



COLLEGE of CENTRAL FLORIDA

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Professional Development

Responsibility for professional development shall include:

- ~~maintaining expertise in field of study and teaching pedagogy;~~
- ~~being involved in College governance;~~
- ~~participating in professional organizations;~~
- ~~attending student development conferences, university transfer workshops, and meetings with faculty and business leaders to enhance student advisement skills; and~~
- ~~seeking training in related fields (i.e., Myers-Briggs Personality Type training) as a further means of strengthening counseling skills.~~

Public Service

Responsibility for public service shall include:

- ~~providing exchange of professional ideas and expertise to community and private agencies without gratuity; and~~
- ~~modeling behavior that balances work responsibilities with a desire to share knowledge and expertise with others in an effort to demonstrate to students the importance of giving back to their community at large.~~

WORK DAYS AND REQUIREMENTS

~~Professional Counselors are classified as instructional staff for contractual purposes and are generally employed on 220-workday schedules during the fiscal year. They are scheduled to work 37.5 hours per week. The 37.5-hour workweek is flexible to include some night and/or weekend work as arranged through the appropriate supervisor.~~

~~Professional Counselors will adhere to the summer four-day workweek schedule of 36 hours per week.~~



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title: PAYMENT TO CONSTRUCTION CONTRACTORS	Number: 5.17	Page: 1 of 1
See Procedures: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Legal Authority: Florida Statutes 1010.02, 1013.50 SREF 6A-2.0111, Sec 4.2(3)	Board Adoption/Revision Approval Dates: 2/27/07, <u>02/26/25</u>	

The District Board of Trustees shall award a construction contract to a qualified contractor and shall make periodic payments to contractors in accordance with the terms of the contract. This policy establishes guidelines for processing and distributing payments to capital construction project contractors during, and upon completion of, construction projects.

A. Payments During Construction

1. Contractor Requirements: An invoice or Application and Certificate for Payment (A1A form G702) from the contractor, certified for payment by the project architect, must precede any payments during construction. Payments during construction will be based on the architect's estimate of the percent of the work completed and, if approved by the architect, may include cost of materials properly stored on the job site. ~~Five~~ ~~Ten~~ percent (~~5~~~~10~~%) of the total cost of construction completed and materials stored to date shall be withheld as retainage.

~~2. Reduction of Retainage: Retainage may be adjusted to as little as five percent (5%) upon certification by the architect that the job is substantially complete and upon approval by the President or designee. As punch list items are completed, the retainage may be adjusted to a final retainage of not less than two percent (2%), payable when all punch list items are completed.~~

B. Final Payment

1. Final payment may be made to the contractor upon the following:
 - a) A certificate of occupancy has been issued.
 - b) The project has been completed upon notification by the architect.
 - c) The District Board of Trustees has accepted the project.
2. The conditions for final payment to the contractor will be included in the construction contract.



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title: STUDENT ACTIVITIES	Number: 7.06	Page: 1 of 1
See Procedures: <input checked="" type="checkbox"/> Yes - <input type="checkbox"/> No		
Legal Authority: Florida Statutes 1001.02, 1001.64, 1009.23, 1009.25, 1009.26 FAC: 6A-14.057	Board Adoption/Revision Approval Dates: 9/3/80, 6/10/87, 11/14/84, 10/19/88, 9/28/99, 10/22/02, 10/25/05, 6/21/11, <u>02/26/25</u>	

It is the intent of the college to provide students with appropriate activities, organizations, and clubs and to allocate funds from collected student activity and service fees to support such activities. A student governance organization will be established as the official representative of the student body in connection with matters relating to the college. All organizations must be open to any College of Central Florida student who meets the entrance requirements of the college and any additional membership requirements specific to a particular organization or club and approved by the college at the time the organization or club is officially recognized by the college. All organizations or clubs must have an advisor who is employed by the college and has approval from their direct supervisor to serve. holds the position of full-time faculty, professional, or administrator. Other employees may serve as advisors upon prior approval of the Chief Student Affairs Officer on the Ocala Campus or the Lead Administrator at the Citrus Campus or Levy Center. Student groups seeking recognition by the college as an official club or organization must follow the procedures set forth by the Office of Student Life. in the Student Activity Procedures Manual. The Student Activity Budget will be developed and recommended to the President by the Student Life Committee annually. The committee membership consists of students, staff, faculty, and administrators. Student groups not recognized by the college as official organizations or clubs may not participate in the student activity fee budget, planned activities, or free rental of college facilities or use “College of Central Florida” in its name or represent generally that it is an official student organization or club.

A copy of the Student Activities Procedures Manual and other pertinent information are available in the office of the Chief Student Affairs Officer of the college, the administrative office at the Citrus County Campus and the Levy County Center, and will be maintained by the office designated by the President as the responsible authority for student activities.



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title: COLLEGE PREPARATORY TESTING, PLACEMENT, AND INSTRUCTION	Number: 7.12	Page: 1 of 2
Legal Authority: Florida Statutes 1001.03, 1001.52, 1001.64, 1007.263, <u>1007.271</u> , 1008.30 FAC: 6A-10.0315, 6A-10.0386A-10.024, 6A- 10.0315, 6A-14.030		See Procedures: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Board Adoption/Revision Approval Dates: 6/10/87, 10/19/88, 12/2/98, 10/22/02, 10/25/05, 6/21/11, <u>02/26/25</u>

~~Degree-seeking students in either Associate in Science or Associate in Arts programs must enroll in college preparatory course work based on the cutoff scores in place for the SAT, ACT, or state approved placement tests.~~

~~Students with SAT or ACT scores below state-mandated cutoff scores are retested, using the state approved placement tests. A student who re-tests successfully may "test out" of a college prep course, and the CPT scores are entered into student history and transcripts.~~

~~In accordance with F.S. 1008.30, public post-secondary educational institution students who have been identified as requiring additional preparation pursuant to sub-section (1) shall enroll in college preparatory or other adult education pursuant to s. 1004.93 in community colleges to develop needed college entry skills. These students shall be permitted to take courses within their degree program concurrently in other curriculum areas for which they are qualified while enrolled in college preparatory instruction courses. A student enrolled in a college preparatory course may concurrently enroll only in college credit courses that do not require the skills addressed in the college preparatory course. The State Board of Education, in conjunction with the Board of Governors, shall specify the college credit courses that are acceptable for students enrolled in each college preparatory skill area. A student who wishes to earn an associate in arts or a baccalaureate degree, but who is required to complete a college preparatory course, must successfully complete the required college-preparatory studies by the time the student has accumulated 12 hours of lower-division college credit degree coursework; however, a student may continue enrollment in degree-earning coursework provided the student maintains enrollment in college preparatory coursework for each subsequent semester until college preparatory coursework requirements are completed, and the student demonstrates satisfactory performance in degree-earning coursework. A passing score on a standardized, institutionally developed test must be achieved before a student is considered to have met basic computation and communication skills requirements; however, no student shall be required to retake any test or sub-test that was previously passed by said student. Credit awarded for college preparatory instruction may not be counted toward fulfilling the number of credits required for a degree.~~

College of Central Florida does not discriminate against any person on the basis of race, color, ethnicity, religion, sex, pregnancy, age, marital status, national origin, genetic information, sexual orientation, gender identity, veteran status or disability status in its programs, activities and employment. For inquiries regarding nondiscrimination policies contact Dr. Mary Ann Begley, Title IX Coordinator, Ocala Campus, Building 3, Room 117H, 3001 S.W. College Road, 352-291-4410 or Equity@cf.edu.

~~Students should enroll in at least one college preparatory course in their first term. A student may take other appropriate college level courses in addition to college preparatory courses if a student chooses to do so. However, all college preparatory courses must be completed prior to enrolling in more than 12 credit hours of college level courses.~~

~~Failure to comply with this rule will affect a student's ability to enroll in college level courses and may affect a student's financial aid award.~~

~~College preparatory courses cannot be used toward degree requirements, and grades earned in such courses are not calculated in the overall grade point average.~~

~~Students shall not enroll for more than three semesters of any college preparatory course. Students enrolled in English as a second language may be exempt from this limitation based on a plan submitted by the institution and approved by the State Board of Education.~~

~~Students who score below college level in any area of the common placement test will be notified of alternative remedial options. A display, prominently located in the Enrollment Services Center on the Ocala Campus and the administration office areas on the Citrus Campus and in the Levy County Center, will include, as a minimum, information about options provided by the community college, adult education programs, and programs provided by private sector vendors. Notification of the college's policy will be included in the College Catalog. The college will not endorse, recommend, evaluate or rank any of the providers. Vendors requesting inclusion on the display shall contact the office of the Chief Student Affairs Officer.~~

Assessment of Academic Preparation

All first-time students and transfer students who have not successfully completed a college-level Math and English course and who are not exempt from placement testing as defined by Florida law are required to take a college level placement test. Exempt students shall not be required to enroll in developmental education instruction at the College. However, an exempt student may opt to be assessed and to enroll in developmental education, and the College shall provide such assessment and courses upon the student's request. Non-exempt students whose assessment results indicate a need for developmental education shall enroll in developmental education in the area of the deficiency.

Definitions

A. "Exempt Students" - students exempt from placement testing to be assessed for readiness for College-level work in communication and computation include the following:

1. students who entered 9th grade in a Florida public school in the 2003-2004 school year, or any year thereafter, and earned a Florida standard high school diploma; and
2. students who are serving as an active duty member of any branch of the United States Armed Services.

B. "Non-Exempt Students" - students who do not meet the exempt definition or have not earned credit for college-level coursework for reading, writing, and mathematics shall be assessed for readiness for College-level work prior to the completion of initial registration.

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Common Placement Tests

Students meeting or exceeding standard scores on any of the common placement tests identified in F.A.C. 6A-10.0315 may enroll in College-level courses. The College accepts scores on students' public high school transcripts as an official record of scores in addition to official score reports from the issuing entity listed in F.A.C. 6A-10.0315. A student who demonstrates readiness by achieving or exceeding standard test scores and enrolls in the College within two (2) years after achieving such scores shall not be required to retest or complete developmental education at the College. Scores must be less than two (2) years old to be valid.

Alternative Methods to Common Placement Tests

The College may use other measures of student achievement in addition to common placement test scores in order to advise students of enrollment options related to their chosen meta-major. The alternative methods include:

- A. Tests and assessments as designated in F.A.C. 6A-10.0315(3)(a);
- B. Performance in high school coursework as designated in F.A.C. 6A-10.0315(3)(b);
and
- C. Credit-by-examination as designated in F.A.C. 6A-10.0315(3)(c).
- D. Other methods subsequently approved by state law or administrative rule.



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title: EQUAL ACCESS / EQUAL OPPORTUNITY	Number: 1.01	Page: 1 of 2
See Procedures: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Legal Authority: Florida Statutes 760.01, 794.011, 1000.05, 1004.06, 1001.64, 1001.65, 1012.855; Title VI and VII CRA of 1964, Amended 1972, Title IX Educational Amendments Act of 1972, Section 504 of Rehabilitation Act of 1973, Genetic Information Non-Discrimination Act of 2008, Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act, 20 U.S.C. § 1092 (f); § 304, Violence Against Women Reauthorization Act of 2022, Pregnancy Discrimination Act of 1978, Age Discrimination Employment Act of 1967, Vietnam Veterans Readjustment Assistance Act of 1974, Americans with Disabilities Act of 1990; Americans with Disabilities Act Amendments Act of 2008.	Board Adoption/Revision Approval Dates: 10/19/88, 5/23/00, 10/22/02, 6/21/11, 6/26/12, 1/27/16, 10/30/2019, 4/26/23, 2/26/25	

The College of Central Florida offers equal access and equal opportunity in its employment practices, admissions and educational activities. The college will not discriminate on the basis of race, color, ethnicity, religion, sex, age, marital status, national origin, genetic information, veteran status, disability status and any other factors prohibited under applicable federal, state, and local civil rights laws and regulations. in its employment practices or in the admission and treatment of students.

Additionally, neither the college, nor its direct-support organization(s), will expend any funds, regardless of source, to purchase membership in or goods and services from any organization that discriminates on the basis of race, color, national origin, sex, disability, or religion. In addition, the institution will not expend any state or federal funds to promote, support, or maintain any programs or activities that: (a) violate s.1000.05; or (b) advocate for diversity, equity, and inclusion, or promote or engage in political or social activism, as defined by the rules of the State Board of Education.

The college will not tolerate discrimination, harassment and/or sexual harassment of students by other students or employees, discrimination, harassment and/or sexual harassment of employees by other employees or students, or discrimination, harassment and/or sexual harassment of students by third parties in any of its programs, activities or employment.

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The college will broadly publish and circulate its policy of equal access/equal opportunity by including the policy in correspondence, media communication, and printed material. The college will engage the services of only those professional organizations, employment agencies, contracts or other agents whose policies are in alignment with the equal opportunity policy of the college.



COLLEGE OF CENTRAL FLORIDA POLICY MANUAL

Title: DISCRIMINATION, HARASSMENT, AND RELATED MISCONDUCT	Number: 1.03	Page: Page 1 of 25
See Procedures: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Legal Authority: Florida Statutes 760.01, 794.011, 1000.05, 1001.02, 1001.64, 1012.855; Title VI and VII CRA of 1964, Amended 1972, Title IX Education Amendments Act of 1972, 34 CFR Part 106 (2020) Section 504 of Rehabilitation Act of 1973, GINA Act of 2008; Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act, 20 U.S.C. Section 1092 (f); Section 304, Violence Against Women Reauthorization Act of 2013, Pregnancy Discrimination Act of 1978, Age Discrimination Employment Act of 1967, Vietnam Veterans Readjustment Assistance Act of 1974, Americans with Disabilities Act of 1990; Americans with Disabilities Act Amendments Act of 2008.	Board Adoption/Revision Approval Dates: 10/30/2019, 12/2/2020, 02/26/25	

I. POLICY STATEMENT

- A. The College of Central Florida (College) is committed to providing equal opportunity for employment and educational opportunities to all applicants for employment, employees, applicants for admission, students, and others affiliated with the College, without regard to race, ethnicity, color, national origin, age, religion, disability, marital status, sex, genetic information, veteran status and any other factor protected under applicable federal, state, and local civil rights laws, rules and regulations (collectively referred to as “Protected Status”).
- B. The college strives to be a community in which all members can learn and work in an atmosphere free from all forms of harassment, including sexual harassment, discrimination, intimidation and/or retaliation. This policy prohibits all forms of discrimination and harassment based on Protected Status. It expressly, therefore, also prohibits sexual assault and sexual exploitation, which by definition involve conduct of a sexual nature and are prohibited forms of sex-based harassment. This policy

College of Central Florida does not discriminate against any person on the basis of race, color, ethnicity, religion, sex, pregnancy, age, marital status, national origin, genetic information, sexual orientation, gender identity, veteran status or disability status in its programs, activities and employment. For inquiries regarding nondiscrimination policies contact Dr. Mary Ann Begley, Title IX Coordinator, Ocala Campus, Building 3, Room 117H, 3001 S.W. College Road, 352-291-4410 or Equity@cf.edu.

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further prohibits stalking, dating violence, and domestic violence, which need not be based on an individual's protected status. Finally, this policy prohibits complicity for knowingly assisting in an act that violates this policy and retaliation against an individual because of his or her good faith participation in the reporting, investigation, and/or adjudication of violations of this policy. These behaviors are collectively referred to in this policy as prohibited conduct.

- C. All members of the college community are responsible for conducting themselves in accordance with this policy and other college policies and procedures. College students and employees who violate this policy may face discipline up to and including expulsion or termination.
- D. College community members should be aware that every employee is responsible for making the college aware of any concerns or complaints of discrimination, harassment and/or related misconduct. The section on Mandated Reporting details employee responsibilities and duties. The College has designated that the Title IX Coordinator is the individual responsible for receiving any information that may indicate discrimination, harassment and/or related misconduct.
- E. The College has an obligation to make reasonable efforts to investigate and address known or suspected instances of prohibited conduct. To foster a climate that encourages prevention and reporting of prohibited conduct, the College will actively promote prevention efforts, educate the college community, respond to all reports promptly, provide supportive protective measures to address safety and emotional well-being, and act in a manner that recognizes the inherent dignity of the individuals involved.
- F. The College, as an educational community, will promptly and equitably respond to reports of sexual assault, interpersonal violence, and stalking in order to eliminate the harassment, prevent its recurrence, and address its effects on any individual or the community. The college recognizes that sexual assault, dating violence, domestic violence, and stalking encompass a broad spectrum of conduct and will respond according to both the severity of the offense and the threat it poses to the campus community.

II. SCOPE AND APPLICABILITY OF POLICY

A. Individuals Covered

- 1. This policy and associated procedures apply to the conduct and protect college students, employees, interns, volunteers, and visitors. The non-discrimination provisions also apply to contractors and other third parties under circumstances within the college's control. However, this policy does not apply to complaints

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concerning performance appraisals, grades, or complaints that are not based on protected status.

2. When used in this policy, Complainant refers to any individual who may have been the subject of any prohibited conduct by an individual or organization covered under the policy, regardless of whether the Complainant makes a report or seeks action under the policy. Respondent refers to any individual who has been alleged to have violated the policy.

B. Jurisdiction

1. This Policy applies to all prohibited conduct that occurs on campus (including the Ocala Campus, Citrus Campus, Levy Campus, Vintage Farm Campus, Hampton Campus, Appleton Museum, and any other property owned or leased by the college) and off-campus at college-sponsored events and activities. It also applies to online or electronic conduct, if the conduct occurs in the context of an employment or education program or activity of the College, has continuing adverse effects on campus, or has continuing adverse effects in an off-campus employment or education program or activity.
2. This policy can also be applicable to the effects of off-campus misconduct that effectively deprive someone of access to the College's educational program. The College may extend jurisdiction when the Title IX Coordinator determines that the conduct affects a substantial College interest.
3. Regardless of when, where, and with whom the conduct occurred, the college will offer reasonably available resources and assistance to individuals covered by this policy who report or experience prohibited conduct. In cases of sexual assault, dating violence, domestic violence, and stalking, if the Respondent is not a member of the college community, the College will also assist the Complainant in identifying and contacting external law enforcement agencies and community resources.
4. All vendors serving the College through third party contracts are subject to the policies and procedures of their employers (or if applicable, to this Policy and accompanying procedure to which their employer has agreed to be bound by their contracts).
5. The Title IX Coordinator may be able to advocate for a student or employee Complainant who experiences discrimination in an internship, study abroad program, or other environment external to the College where sexual harassment or nondiscrimination policies and procedure of the facilitating or host organization may give recourse to the Complainant.

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C. Time Limits on Reporting

There is no time limitation on reporting complaints of discrimination, harassment or related misconduct to the Title IX Coordinator. However, if the Respondent is no longer subject to the College’s jurisdiction and/or significant time has passed, the ability to investigate, respond, and provide remedies may be more limited or impossible.

Acting on notice/complaints significantly impacted by the passage of time (including, but not limited to, the rescission or revision of policy) is at the discretion of the Title IX Coordinator, who may document allegations for future reference, offer supportive measures and/or remedies, and/or engage in informal or formal action, as appropriate.

When notice/complaint is affected by significant time delay, the Recipient will typically apply the policy in place at the time of the alleged misconduct and the procedures in place at the time of notice/complaint.

D. Online Harassment and Misconduct

The policies of the College are written and interpreted broadly to include online and cyber manifestations of any of the behaviors prohibited below, when those behaviors occur in or have an effect on the College’s education program and activities or use College networks, technology, or equipment.

While the College may not control websites, social media, and other venues in which harassing communications are made, when such communications are reported to the College, it will engage in a variety of means to address and mitigate the effects.

Members of the community are encouraged to be good digital citizens and to refrain from online misconduct, such as feeding anonymous gossip sites, sharing inappropriate content via social media, unwelcome sexting, revenge porn, breaches of privacy, or otherwise using the ease of transmission and/or anonymity of the Internet or other technology to harm another member of the College community.

Any online postings or other electronic communication by students, including cyber-bullying, cyber-stalking, cyber-harassment, etc., occurring completely outside of the College’s control (e.g., not on College networks, College’s Canvas Learning Platform, websites, or between College email accounts) will only be subject to this policy when such online conduct can be shown to cause a substantial in-program disruption.

Otherwise, such communications are considered speech protected by the First Amendment. Supportive measures for Complainants will be provided, but protected speech cannot legally be subjected to discipline.

Off-campus harassing speech by employees, whether online or in person, may be regulated by the College only when such speech is made in an employee’s official or work-related capacity.

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III. PROHIBITED CONDUCT

This policy prohibits all forms of discrimination and harassment based on an individual's protected status, including, race, color, national origin, ethnicity, age, religion, disability, marital status, sex, genetic information, veteran status and any other factor protected under applicable federal, state, and local civil rights laws, rules and regulations. Additionally, this policy prohibits sexual assault, sexual exploitation, dating violence, domestic violence, stalking, complicity, and retaliation.

Prohibited conduct that constitutes discrimination and harassment based on protected status:

1. May be blatant and involve an overt action, threat, or reprisal; or may be subtle and indirect, with a coercive aspect that is unstated but implied.
2. May or may not include intent to harm.
3. May not always be directed at a specific individual.
4. May be committed by anyone, regardless of Protected Status, position, or authority.
5. May be committed by a stranger, an acquaintance, or someone with whom the Reporting Party has a current or previous relationship, including a romantic or sexual relationship.
6. May be committed by or against an individual or by or against an organization or group.
7. May occur in the classroom, in the workplace, or in any other setting.
8. May be a pattern of behavior or, if sufficiently severe, a one-time event.
9. May be committed in the presence of others, when the Complainant and Respondent are alone, or through remote communications, including email, text messages, or social media.
10. May take the form of threats, assault, property damage, economic abuse, and violence or threats of violence.
11. May include harassing or retaliatory behavior directed to a sexual or romantic partner, family member or friend of the Complainant.

IV. DEFINITIONS

Age: The number of years from the date of a person's birth. With respect to employment, individuals who are forty (40) years of age or older are protected from Discrimination and Harassment. There is no age threshold for students or other participants in educational programs or activities.

Complainant: An individual who is alleged to be the victim of conduct that could constitute harassment or discrimination based on a protected class; or retaliation for engaging in a protected activity.

Complaint (Formal): A document filed/signed by a Complainant or signed by the Title IX

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Coordinator alleging harassment or discrimination based on a protected class or retaliation for engaging in a protected activity against a Respondent and requesting that the College investigate the allegation.

Coercion: Coercion is unreasonable pressure for sexual activity. Coercive conduct differs from seductive conduct based on factors such as the type and/or extent of the pressure used to obtain consent. When someone makes clear that they do not want to engage in certain sexual activity, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive.

Color: An individual’s skin pigmentation, complexion, shade, or tone.

Complicity: Any act that knowingly aids, facilitates, promotes, or encourages the commission of Prohibited Conduct by another person.

Confidential Employee: An employee who is confidential/privileged under state law and is designated by College policy to serve as a confidential employee.

Consent: Consent is the communication of an affirmative, conscious, and freely made decision by each participant to engage in agreed upon forms of sexual contact. Consent requires an outward demonstration, through understandable words or actions, which conveys a clear willingness to engage in sexual contact.

Consent cannot be inferred from silence, passivity, or a lack of resistance, and relying on non-verbal communication alone may result in a violation of this Policy. For example, a person who does not physically resist or verbally refuse sexual contact may not necessarily be giving Consent. There is no requirement that an individual verbally or physically resist unwelcome sexual contact for there to be a violation of this Policy.

Consent cannot be inferred from an existing or previous dating or sexual relationship. Even in the context of a relationship, there must be mutual Consent to engage in sexual contact for each occasion and each form of sexual contact.

Consent to one form of sexual contact does not constitute Consent to any other form of sexual contact, nor does Consent to sexual contact with one person constitute Consent to sexual contact with any other person. Additionally, Consent to sexual contact on one occasion is not Consent to

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engage in sexual contact on another occasion.

Consent cannot be obtained by coercion, intimidation, threats or force, implied or expressed.

Consent cannot be obtained by taking advantage of a person’s mental or physical incapacitation or impairment where the person cannot understand the fact, nature, or extend of the sexual situation.

A person who has given Consent to engage in sexual contact may withdraw Consent at any time. However, withdrawal of Consent requires an outward demonstration, through understandable words or actions that clearly conveys that a party is no longer willing to engage in sexual contact. Once Consent is withdrawn, the sexual contact must cease immediately.

Whether a person has taken advantage of a position of influence over another person may be a factor in determining consent.

Note that generally in Florida, consent cannot legally be given by a minor under the age of 18, with certain specified statutory exceptions. Where a student who meets the legal age of consent, there will be a strong presumption that sexual activity between an adult employee and student is unwelcome and nonconsensual.

Dating Violence: Violence, on the basis of sex, committed by a person, who is in or has been in a social relationship of a romantic or intimate nature with the Complainant. The existence of such a relationship shall be determined based on the Complainant’s statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purposes of this definition, dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence.

Disability: A physical or mental impairment that substantially limits one or more major life activities; or a record of such impairment; or regarding an individual as having such impairment. A qualified person with a disability must be able to perform the essential functions of the employment, internship, or volunteer position or the academic or extracurricular program, with or without reasonable accommodation.

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Discrimination: Conduct that is based upon an individual’s race, ethnicity, national origin, color, religion, age, disability, sex, marital status, genetic information, veteran’s status and any other factor protected under federal, state, and local civil rights laws, rules and regulations and that is sufficiently serious, persistent, or pervasive enough so as to unreasonably interfere with or limit:

- An employee’s or applicant for employment’s access to employment or conditions and benefits of employment;
- A student’s or admission applicant’s ability to participate in, access, or benefit from educational programs, services, or activities;
- An authorized volunteer’s ability to participate in a volunteer activity; or
- A guest’s or visitor’s ability to participate in, access, or benefit from the College’s programs.

Discrimination includes failing to provide reasonable accommodations, consistent with state and federal laws, to a qualified person with a disability.

Domestic Violence: Violence, on the basis of sex, committed by a current or former spouse or intimate partner of the Complainant, by a person with whom the Complainant shares a child in common, or by a person who is cohabitating with, or has cohabitated with, the Complainant as a spouse or intimate partner, or by a person similarly situated to a spouse of the Complainant under the domestic or family violence laws of Florida, or by any other person against an adult or youth Complainant who is protected from that person’s acts under the domestic or family violence laws of Florida.

Education Program or Activity: Locations, events, or circumstances where the College exercises substantial control over both the Respondent and the context in which the sexual harassment or discrimination occurs and also includes any building owned or controlled by a student organization that is officially recognized by the College.

Force: Force is the use of physical violence and/or physical imposition to gain sexual access. Force also includes threats, intimidation (implied threats), and coercion that is intended to overcome resistance or produce consent (e.g., “Have sex with me or I’ll hit you,” “Okay, don’t hit me, I’ll do what you want.”).

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Sexual activity that is forced is, by definition, non-consensual, but non-consensual sexual activity is not necessarily forced. Silence or the absence of resistance alone is not consent. Consent is not demonstrated by the absence of resistance. While resistance is not required or necessary, it is a clear demonstration of non-consent.

Gender-Based Harassment:

Sexual harassment also includes harassment based on gender, sexual orientation, gender identity, which may include acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex/gender or sex/gender-stereotyping, even if the acts do not involve conduct of a sexual nature. Also included is harassment for exhibiting what is perceived as a stereotypical characteristic for one’s sex or for failing to conform to stereotypical notions of masculinity and femininity, regardless of the actual or perceived sex, gender, or sexual orientation of the individuals involved.

Gender Expression/Gender Identity:

An individual’s socially-constructed status based on the behavioral, cultural, or psychological traits typically associated with societal attribution of masculinity and femininity, typically related to one’s assigned sex at birth. This includes gender expression, which is how someone expresses his or her gender through appearance, behavior, or mannerisms, and gender identity, which is the gender with which an individual identifies psychologically, regardless of what gender he or she was assigned at birth. A person’s gender expression may not be the same as his or her gender identity.

Genetic Information:

Information about (i) an individual’s genetic tests, (ii) the genetic tests of family members of such individual, and (iii) the manifestation of a disease or disorder in family members of such individual. Genetic Information includes, with respect to any individual, any request for, or receipt of, genetic services, or participation in clinical research that includes genetic services by such individual or any family member of such individual.

Grievance Process

The Discrimination, Harassment and Related Misconduct Grievance Process for Employees and Students is the method of resolution designated by the College to address conduct that falls within the Policy and complies with the requirements of 34 CFR Part 106.45.

Harassment:

A type of discrimination that occurs when verbal, physical, electronic, or other conduct based on an individual’s Protected Status interferes with that individual’s educational environment, work environment; participation in

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a College program or activity; or receipt of legitimately requested services (e.g., disability or religious accommodations) and creates hostile environment harassment or quid pro quo harassment.

Hostile Environment Harassment: Unwelcome conduct based on protected status that is so severe, persistent, or pervasive that it alters the conditions of education, employment, or participation in a college program or activity, thereby creating an environment that a reasonable person in similar circumstances and with similar identities would find hostile, intimidating, or abusive under both a subjective and objective assessment. An isolated incident, unless sufficiently severe, does not amount to hostile environment harassment.

In determining whether hostile environment harassment has been created is a fact-specific inquiry that include consideration of the following factors:

- The identity and relationships of people involved;
- The number of individuals involved;
- The type, frequency, and duration of the conduct;
- The location (where and when) of the conduct and the context in which it occurred;
- The degree to which the conduct affected one or more student’s ability to access the College’s education program or activity;
- The type and degree of responsibility given to the employee, including both formal and informal authority, to provide aids, benefits, or services to students, to direct and control student conduct, or to discipline students generally;
- The degree of influence the employee has over the particular student involved, including in circumstances in which the harassment took place;
- The age and educational level of the student involved;
- As applicable, whether, in light of student’s age and educational level and the way the school is run, it would be reasonable for the student to believe that the employee was in a position of responsibility over the student even if the employee was not; and
- Whether a reasonable person in the student’s position would have found the conduct undesirable or offensive.

Incapacitation: Sleep, unconsciousness, intermittent consciousness, or any other state where an individual is unaware or unable to give make a rational, reasonable decision to consent or appreciate the consequences of his or her consent to sexual contact.

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Incapacitation may also exist because of alcohol or other drugs, and/or mental or developmental disability that impair the ability to consent to sexual contact. In respect to alcohol, evidence of incapacity can come from context clues such as the following:

- A witness or the accused may know how much the other party has consumed;
- Slurred speech;
- Bloodshot eyes;
- The smell of alcohol on the breath;
- Shaky equilibrium;
- Vomiting;
- Outrageous or unusual behavior; and/or
- Unconsciousness

It is a defense to a sexual assault policy violation that the Respondent neither knew nor should have known the Complainant to be physically or mentally incapacitated. “Should have known” is an objective, reasonable person standard which assumes that a reasonable person is both sober and exercising sound judgment.

Mandated Reporter: An employee of the College who is obligated by policy to share knowledge, notice, and/or reports of harassment, discrimination, and/or retaliation with the Title IX Coordinator.

National Origin/Ethnicity: An individual’s actual or perceived country or ethnicity of origin.

Notice: An employee, student, or third-party informs the Title IX Coordinator or other Official with Authority of the alleged occurrence of harassing, discriminatory, and/or retaliatory conduct.

Official with Authority: An employee of the College explicitly vested with the responsibility to implement corrective measures for harassment, discrimination, and/or retaliation on behalf of the College.

Protected Status: Consistent with federal, state, and local laws, the College prohibits discrimination and harassment based on race, ethnicity, color, national origin, age, religion, disability, marital status, sex, genetic information, , veteran’s status and any other factor protected under applicable federal, state, and local civil rights laws, rules, and regulations.

Quid Pro Quo Unwelcome conduct based on Protected Status where submission to or

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Harassment: rejection of such conduct is used, explicitly or implicitly, as the basis for decisions affecting an individual’s education, employment, or participation in a College program or activity.

Race: An individual’s actual or perceived racial or ethnic ancestry or physical characteristics associated with a person’s race, such as a person’s color, hair, facial features, height, and weight.

Religion: All aspects of religious observance and practice, as well as belief. A well-formed and thought-out set of beliefs held by more than one individual, which may not necessarily involve belief in a supreme being. The College will accommodate an individual’s observances and practices required by his or her creed, unless it is unable to reasonably accommodate an individual’s creed-required observance or practice without undue hardship.

Respondent: An individual who is alleged to have violated the College Policy on Discrimination, Harassment, and Related Misconduct and who is named in a report alleging violation.

Retaliation: Acts or words taken against an individual because of the individual’s participation in a protected activity that would discourage a reasonable person from engaging in protected activity. Protected activity includes an individual’s: (i) good faith participation in the reporting, investigation, or resolution of an alleged violation of this Policy; (ii) opposition to policies, practices, or actions that the individual reasonably believes are in violation of the Policy; or (iii) requests for accommodations on the basis of religion or disability. Retaliation may include intimidation, threats, coercion, or adverse employment or educational actions.

Retaliation may be found even when an underlying report made in good faith is not substantiated. Retaliation may be committed by the Respondent, the Complainant, or any other individual or group of individuals.

Romantic Relationships: Romantic Relationships that might be appropriate in other circumstances are prohibited when they occur between a member of the college and a person for whom that individual has a professional responsibility (for example, an Instructor and a student in their class or an employee and a direct supervisor). Such relationships likely result in an appearance of unfair advantage and abuse of power accruing from the relationship.

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Sex: An individual’s biological status of male or female, including pregnancy. Conduct of a sexual nature is by definition based on sex as a Protected Status.

Sexual Assault: Sexual assault meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation. Sexual assault involves having or attempting to have sexual contact with another individual without consent. Sexual assault includes:

- a) Sex Offenses, Forcible: Any sexual act directed against another person, without the consent of the Complainant, including instances in which the Complainant is incapable of giving consent.
- b) Forcible Rape: Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the Complainant.
- c) Forcible Sodomy: Oral or anal sexual intercourse with another person, forcibly, and/or against that person’s will (non-consensually), or not forcibly or against the person’s will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
- d) Sexual Assault with an Object: The use of an object or instrument to penetrate, however slightly, the genital or anal opening of the body of another person, forcibly, and/or against that person’s will (non-consensually), or not forcibly or against the person’s will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
- e) Forcible Fondling: The touching of the private body parts of another person (buttocks, groin, breasts), for the purpose of sexual gratification, forcibly, and/or against that person’s will (non-consensually), or not forcibly or against the person’s will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
- f) Sex Offenses, Non-forcible:

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- i) Incest: Non-forcible sexual intercourse, between persons who are related to each other, within the degrees wherein marriage is prohibited by Florida law.
- ii) Statutory Rape: Non-forcible sexual intercourse, with a person who is under the statutory age of consent of 18.

Sexual assault includes, without limitation, sexual battery as defined in Section 794, Florida Statutes.

Sexual Exploitation: Taking non-consensual or abusive sexual advantage of another for their own benefit or for the benefit of anyone other than the person being exploited, and that conduct does not otherwise constitute sexual harassment and it outside of Title IX under this policy. Examples of Sexual Exploitation include, but are not limited to:

- Sexual voyeurism (such as observing or allowing others to observe a person undressing or using the bathroom or engaging in sexual acts, without the consent of the person being observed)
- Invasion of sexual privacy.
- Taking pictures, video, or audio recording of another in a sexual act, or in any other
- sexually-related activity when there is a reasonable expectation of privacy during the activity, without the consent of all involved in the activity, or exceeding the boundaries of consent (such as allowing another person to hide in a closet and observe sexual activity, or disseminating sexual pictures without the photographed person's consent), including the making or posting of revenge pornography
- Prostituting another person
- Engaging in sexual activity with another person while knowingly infected with human immunodeficiency virus (HIV) or a sexually-transmitted disease (STD) or infection (STI), without informing the other person of the infection
- Causing or attempting to cause the incapacitation of another person (through alcohol, drugs, or any other means) for the purpose of compromising that person's ability to give consent to sexual activity, or for the purpose of making that person vulnerable to non-consensual sexual activity
- Misappropriation of another person's identity on apps, websites, or other venues designed for dating or sexual connections
- Forcing a person to take an action against that person's will by threatening to show, post, or share information, video, audio, or an image that depicts the person's nudity or sexual activity
- Knowingly soliciting a minor for sexual activity

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- Engaging in sex trafficking
- Creation, possession, or dissemination of child pornography

Sexual Harassment: Sexual Harassment, as an umbrella category, includes the offenses of sexual harassment, sexual assault, domestic violence, dating violence, and stalking, and is defined as conduct on the basis of sex that satisfies one or more of the following:

- 1) Quid Pro Quo:
 - a. an employee of the College,
 - b. conditions the provision of an aid, benefit, or service of the recipient,
 - c. on an individual's participation in unwelcome sexual conduct; and/or

- 2) Sexual Harassment:
 - a. unwelcome conduct,
 - b. determined by a reasonable person,
 - c. to be so severe, and
 - d. pervasive, and,
 - e. objectively offensive,
 - f. that it effectively denies a person equal access to the College's education program or activity.

- 3) Specific offenses:
 - a. Sexual assault
 - b. Dating violence
 - c. Domestic violence
 - d. Stalking

Sexual Orientation: The inclination or capacity to develop intimate emotional, spiritual, physical, and/or sexual relationships with those of the same or different sex or gender, or irrespective of sex or gender.

Stalking: Engaging in a course of conduct, on the basis of sex, directed at a specific person, that would cause a reasonable person to fear for the person's safety, or the safety of others; or suffer substantial emotional distress.

For the purposes of this definition, the following applies:

- Course of conduct means two or more acts, including, but not limited to, acts in which the Respondent directly, indirectly, or through third parties, by any action, method, device, or means,

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follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.

- Reasonable person means a reasonable person under similar circumstances and with similar identities to the Complainant.
- Substantial emotional distress means significant mental suffering or anguish that may but does not necessarily require medical or other professional treatment or counseling.

Supportive Measures: Actions taken by the college to ensure equal access to its education programs and activities and to foster a more stable and safe environment during the process of reporting, investigation, and/or resolution.

Transgender: An umbrella term for individuals whose gender identity and/or expression is different from cultural expectations based on the sex they were assigned at birth.

Unwelcome Conduct: Conduct is unwelcome if an individual did not request or invite the conduct and regarded the conduct as undesirable or offensive. Acquiescence in the conduct or the failure to complain does not always mean that the conduct was welcome.

Unwelcomeness is subjective and determined by the Complainant (except when the Complainant is below the age of consent). Severity, pervasiveness, and objective offensiveness are evaluated based on the totality of the circumstances from the perspective of a reasonable person in the same or similar circumstances ("in the shoes of the Complainant"), including the context in which the alleged incident occurred and any similar, previous patterns that may be evidenced.

In cases involving a student who meets the legal age of consent in his or her state, there will still be a strong presumption that sexual activity between an adult employee and a student is unwelcome and nonconsensual. Subject to the strong presumption that sexual conduct between an adult employee and a student, the following factors are considered in determining welcomeness:

- The nature of the conduct and relationship of the school employee to the student, including the degree of influence (which could, at least in part, be affected by the student's age), authority, or control the employee has over the student; and
- Whether the student was legally or practically unable to consent to the sexual conduct.

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V. NOTICE—COMPLAINTS OF DISCRIMINATION, HARASSMENT, AND OR/RETALIATION

Notice or complaints of discrimination, harassment, and/or retaliation may be made by filing a complaint or giving verbal notice to the Title IX Coordinator. Such a report may be made at any time (including during non-business hours) by using the telephone number or email address, or by mail to the office address, listed for the Title IX Coordinator.

1. Supportive Measures

The College will offer and implement appropriate and reasonable supportive measures to the parties upon notice of alleged harassment, discrimination, and/or retaliation.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the parties to restore or preserve access to the College's education program or activity, including measures designed to protect the safety of all parties or the College's educational environment, and/or deter harassment, discrimination, and/or retaliation.

The Title IX Coordinator promptly makes supportive measures available to the parties upon receiving notice or a complaint. At the time that supportive measures are offered, the College will inform the Complainant, in writing, that they may file a formal complaint with the College either at that time or in the future, if they have not done so already. The Title IX Coordinator works with the Complainant to ensure that their wishes are taken into account with respect to the supportive measures that are planned and implemented.

The College will maintain the privacy of the supportive measures, provided that privacy does not impair the College's ability to provide the supportive measures. The College will act to ensure as minimal an academic impact on the parties as possible. The College will implement measures in a way that does not unreasonably burden the other party.

These actions may include, but are not limited to:

- Referral to counseling, medical, and/or other healthcare services
- Referral to the Employee Assistance Program
- Referral to the Student Assistance Program
- Referral to community-based service providers
- Student financial aid counseling
- Education to the community or community subgroup(s)
- Altering work arrangements for employees or student-employees
- Safety planning
- Providing campus safety escorts
- Providing transportation accommodations
- Implementing contact limitations (no contact orders) between the parties
- Academic support, extensions of deadlines, or other course/program-related adjustments
- Trespass, Persona Non Grata (PNG), or Be-On-the-Lookout (BOLO) orders

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- Timely warnings
- Class schedule modifications, withdrawals, or leaves of absence
- Increased security and monitoring of certain areas of the campus
- Any other actions deemed appropriate by the Title IX Coordinator

Violations of no contact orders will be referred to appropriate student or employee conduct processes for enforcement.

2. Emergency Removal

The College can act to remove a Respondent entirely or partially from its education program or activities on an emergency basis when an individualized safety and risk analysis has determined that an immediate threat to the physical health or safety of any student or other individual justifies removal. This risk analysis is performed by the Title IX Coordinator in conjunction with the Threat Assistance Team using its standard objective violence risk assessment procedures.

In all cases in which an emergency removal is imposed, the student or employee will be given notice of the action and the option to request to meet with the Title IX Coordinator prior to such action/removal being imposed, or as soon thereafter as reasonably possible, to show cause why the action/removal should not be implemented or should be modified.

This meeting is not a hearing on the merits of the allegation(s), but rather is an administrative process intended to determine solely whether the emergency removal is appropriate. When this meeting is not requested in a timely manner, objections to the emergency removal will be deemed waived. A Complainant and their Advisor may be permitted to participate in this meeting if the Title IX Coordinator determines it is equitable to do so. This section also applies to any restrictions that a coach or athletic administrator may place on a student-athlete arising from allegations related to Title IX. There is no appeal process for emergency removal decisions.

A Respondent may be accompanied by an Advisor of their choice when meeting with the Title IX Coordinator for the show cause meeting. The Respondent will be given access to a written summary of the basis for the emergency removal prior to the meeting to allow for adequate preparation.

The Title IX Coordinator has sole discretion under this policy to implement or stay an emergency removal and to determine the conditions and duration. Violation of an emergency removal under this policy will be grounds for discipline, which may include expulsion or termination.

The College will implement the least restrictive emergency actions possible in light of the circumstances and safety concerns. As determined by the Title IX Coordinator, these actions could include, but are not limited to: temporarily re-assignment an employee, restricting a student's or employee's access to or use of facilities or equipment, allowing a student to withdraw or take grades of incomplete without financial penalty, authorizing an administrative

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leave, and suspending a student’s participation in extracurricular activities, student employment, student organizational leadership, or intercollegiate/intramural athletics.

At the discretion of the Title IX Coordinator, alternative coursework options may be pursued to ensure as minimal an academic impact as possible on the parties.

3. Promptness

All allegations are acted upon promptly by the College once it has received notice or a formal complaint. Complaints can take 60-90 business days to resolve, typically. There are always exceptions and extenuating circumstances that can cause a resolution to take longer, but the College will avoid all undue delays within its control.

Any time the general timeframes for resolution outlined in College procedures will be delayed, the College will provide written notice to the parties of the delay, the cause of the delay, and an estimate of the anticipated additional time that will be needed as a result of the delay.

4. Privacy

Every effort is made by the College to preserve the privacy of reports. The College will not share the identity of any individual who has made a report or complaint of harassment, discrimination, or retaliation; any Complainant, any individual who has been reported to be the perpetrator of sex discrimination, any Respondent, or any witness, except as permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g; FERPA regulations, 34 CFR part 99; or as required by law; or to carry out the purposes of 34 CFR Part 106, including the conducting of any investigation, hearing, or grievance proceeding arising under these policies and procedures.

The College reserves the right to designate which College officials have a legitimate educational interest in being informed about incidents that fall within this policy, pursuant to the Family Educational Rights and Privacy Act (FERPA).

Only a small group of officials who need to know will typically be told about the complaint. Information will be shared as necessary with Investigators, Decision Makers, witnesses, and the parties. The circle of people with this knowledge will be kept as tight as possible to preserve the parties’ rights and privacy.

The College may contact parents/guardians to inform them of situations in which there is a significant and articulable health and/or safety risk, but will usually consult with the student first before doing so.

5. Confidentiality

Confidentiality exists in the context of laws that protect certain relationships, including those who provide services related to medical and clinical care, mental health providers, counselors,

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and ordained clergy. The law creates a privilege between certain health care providers, mental health care providers, attorneys, clergy, spouses, and others, with their patients, clients, parishioners, and spouses. The College has designated individuals who have the ability to have privileged communications as Confidential Resources. For more information about Confidential Resources, see Section V, paragraph 1. When information is shared by a Complainant with a Confidential Resource, the Confidential Resource cannot reveal the information to any third party except when an applicable law or a court order requires or permits disclosure of such information. For example, information may be disclosed when: (i) the individual gives written consent for its disclosure; (ii) there is a concern that the individual will likely cause serious physical harm to self or others; or (iii) the information concerns conduct involving suspected abuse or neglect of a minor under the age of 18, elders, or individuals with disabilities. Non-identifiable information may be shared by Confidential Resources for statistical tracking purposes as required by the federal Clergy Act. Other information may be shared as required by law.

VI. MANDATED REPORTING

All College employees (faculty, staff, administrators), who are not designated as a Confidential Resource, are expected to report actual or suspected discrimination or harassment to the Title IX Coordinator immediately, though there are some limited exceptions.

In order to make informed choices, it is important to be aware of confidentiality and mandatory reporting requirements when consulting campus resources. On campus, only the Confidential Resources is not required to report actual or suspected discrimination or harassment. The Confidential Resource may offer options and resources without any obligation to inform an outside agency or campus official unless a Complainant has requested the information be shared.

If a Complainant expects formal action in response to their allegations, reporting to any Mandated Reporter can connect them with resources to report crimes and/or policy violations, and these employees will immediately pass reports to the Title IX Coordinator (and/or police, if desired by the Complainant), who will take action when an incident is reported to them.

The following sections describe the reporting options at the College for a Complainant or third-party (including parents/guardians when appropriate):

1. Confidential Resources

If a Complainant would like the details of an incident to be kept confidential, the Complainant may speak with the Director of Accessibility and Counseling Services who is designated as the College's Confidential Resource. The College's Confidential Resources is located in the Bryant Student Union, Building 5, Room 205F. Complainants may also speak confidentially with off-campus resources such as:

- Counselors with the Employee Assistance Program
- Counselors with the Student Assistance Program

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- Off-campus (non-employees):
 - Licensed professional counselors and other medical providers
 - Local rape crisis counselors
 - Domestic violence resources
 - Local or state assistance agencies
 - Clergy/Chaplains
 - Attorneys

The Confidential Resource will maintain confidentiality when acting under the scope of their licensure, professional ethics, and/or professional credentials, except in extreme cases of immediacy of threat or danger or abuse of a minor, an elder or an individual with a disability, or when required to disclose by law or court order.

The Confidential Resource will timely submit anonymous statistical information for Clery Act purposes unless they believe it would be harmful to the Complainant.

2. Anonymous Notice to Mandated Reporters

At the request of a Complainant, notice may be given by a Mandated Reporter to the Title IX Coordinator anonymously, without identification of the Complainant. The Mandated Reporter cannot remain anonymous themselves.

If a Complainant has requested that a Mandated Reporter maintain the Complainant's anonymity, the Mandated Reporter may do so unless it is reasonable to believe that a compelling threat to health or safety could exist. The Mandated Reporter can consult with the Title IX Coordinator on that assessment without revealing personally identifiable information.

Anonymous notice will be investigated by the College to the extent possible, both to assess the underlying allegation(s) and to determine if supportive measures or remedies can be provided. However, anonymous notice typically limits the College's ability to investigate, respond, and provide remedies, depending on what information is shared.

When a Complainant has made a request for anonymity, the Complainant's personally identifiable information may be withheld by a Mandated Reporter, but all other details must be shared with the Title IX Coordinator. Mandated reporters may not be able to maintain requests for anonymity for Complainants who are minors, elderly, and/or disabled, depending on Florida state law reporting requirement.

3. Mandated Reporters and Formal Notice/Complaints

All employees of the College (including student employees), with the exception of the individual(s) who are designated as Confidential Resources, are Mandated Reporters and must promptly share with the Title IX Coordinator all known details of a report made to them in the course of their employment.

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Employees must also promptly share all details of behaviors under this policy that they observe or have knowledge of, even if not reported to them by a Complainant or third-party.

Complainants may want to carefully consider whether they share personally identifiable details with non-confidential Mandated Reporters, as those details must be shared with the Title IX Coordinator.

Generally, disclosures in climate surveys, classroom writing assignments or discussions, human subjects research, or at events such as “Take Back the Night” marches or speak-outs do not provide notice that must be reported to the Title IX Coordinator by employees, unless the Complainant clearly indicates that they desire a report to be made or a seek a specific response from the College.

Supportive measures may be offered as the result of such disclosures without formal College action.

Failure of a Mandated Reporter, as described above in this section, to report an incident of harassment or discrimination of which they become aware is a violation of College policy and can be subject to disciplinary action for failure to comply.

Though this may seem obvious, when a Mandated Reporter is engaged in harassment or other violations of this policy, they still have a duty to report their own misconduct, though the College is technically not on notice when a harasser is also a Mandated Reporter unless the harasser does in fact report themselves.

Finally, it is important to clarify that a Mandated Reporter who is themselves a target of harassment or other misconduct under this policy is not required to report their own experience, though they are, of course, encouraged to do so.

VII. WHEN A COMPLAINANT DOES NOT WISH TO PROCEED

If a Complainant does not wish for their name to be shared, does not wish for an investigation to take place, or does not want a formal complaint to be pursued, they may make such a request to the Title IX Coordinator, who will evaluate that request in light of the duty to ensure the safety of the campus and to comply with state or federal law.

The Title IX Coordinator has ultimate discretion over whether the College proceeds when the Complainant does not wish to do so, and the Title IX Coordinator may sign a formal complaint to initiate a grievance process upon completion of an appropriate violence risk assessment.

The Title IX Coordinator’s decision should be based on results of the violence risk assessment that show a compelling risk to health and/or safety that requires the College to pursue formal action to protect the community.

A compelling risk to health and/or safety may result from evidence of patterns of misconduct,

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predatory conduct, threats, abuse of minors, use of weapons, and/or violence. Recipients may be compelled to act on alleged employee misconduct irrespective of a Complainant’s wishes.

The Title IX Coordinator must also consider the effect that non-participation by the Complainant may have on the availability of evidence and the College’s ability to pursue a Formal Grievance Process fairly and effectively.

When the Title IX Coordinator initiates the grievance procedure, the Coordinator does not become the Complainant. The Complainant is the individual who is alleged to be the victim of conduct that could constitute a violation of this policy.

When the College proceeds, the Complainant (or their Advisor) may have as much or as little involvement in the process as they wish. The Complainant retains all rights of a Complainant under this Policy irrespective of their level of participation. Typically, when the Complainant chooses not to participate, the Advisor may be appointed as proxy for the Complainant throughout the process, acting to ensure and protect the rights of the Complainant.

Note that the College’s ability to remedy and respond to notice may be limited if the Complainant does not want the College to proceed with the grievance process. The goal is to provide the Complainant with as much control over the process as possible, while balancing the College’s obligation to protect its community.

In cases in which the Complainant requests confidentiality/no formal action and the circumstances allow the College to honor that request, the College will offer informal resolution options, supportive measures, and remedies to the Complainant and the community.

If the Complainant elects to take no action, they can change that decision if they decide to pursue a formal complaint at a later date. Upon making a formal complaint, a Complainant has the right, and can expect, to have allegations taken seriously by College, and to have the incidents investigated and properly resolved through these procedures.

VIII. FEDERAL TIMELY WARNING OBLIGATIONS

Parties reporting sexual assault, domestic violence, dating violence, and/or stalking should be aware that under the Clery Act, the College must issue timely warnings for incidents reported to them that pose a serious or continuing threat of bodily harm or danger to members of the campus community.

The College will ensure that a Complainant’s name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the potential danger.

IX. FALSE ALLEGATIONS AND EVIDENCE

Deliberately false and/or malicious accusations under this policy, as opposed to allegations

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which, even if erroneous, are made in good faith, are a serious offense and will be subject to appropriate disciplinary action.

Additionally, witnesses and parties knowingly providing false evidence, tampering with or destroying evidence after being directed to preserve such evidence, or deliberately misleading an official conducting an investigation can be subject to discipline under College policy.

X. AMNESTY FOR COMPLAINANTS AND WITNESSES

The College community encourages the reporting of misconduct and crimes by Complainants and witnesses. Sometimes, Complainants or witnesses are hesitant to report to College officials or participate in grievance processes because they fear that they themselves may be in violation of certain policies, such as underage drinking or use of illicit drugs at the time of the incident. Respondents may hesitate to be forthcoming during the process for the same reasons.

It is in the best interests of the College community that Complainants choose to report misconduct to College officials, that witnesses come forward to share what they know, and that all parties be forthcoming during the process.

To encourage reporting and participation in the process, College maintains a policy of offering parties and witnesses amnesty from minor policy violations – such as underage consumption of alcohol or the use of illicit drugs – related to the incident.

Amnesty does not apply to more serious allegations such as physical abuse of another or illicit drug distribution. The decision not to offer amnesty to a Respondent is based on neither sex nor gender, but on the fact that collateral misconduct is typically addressed for all students within a progressive discipline system, and the rationale for amnesty – the incentive to report serious misconduct – is rarely applicable to Respondent with respect to a Complainant.

Students: Sometimes, students are hesitant to assist others for fear that they may get in trouble themselves (for example, an underage student who has been drinking or using marijuana might hesitate to help take an individual who has experienced sexual misconduct to the Campus Police).

The College maintains a policy of amnesty for students who offer help to others in need. [While policy violations cannot be overlooked, the College may provide purely educational options with no official disciplinary finding, rather than punitive sanctions, to those who offer their assistance to others in need.

Employees: Sometimes, employees are hesitant to report harassment or discrimination they have experienced for fear that they may get in trouble themselves. For example, an employee who has violated the consensual relationship policy and is then assaulted in the course of that relationship might hesitate to report the incident to College officials.

The College may, at its discretion, offer employee Complainants amnesty from such policy

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violations (typically more minor policy violations) related to the incident. Amnesty may also be granted to Respondents and witnesses on a case-by-case basis.

XI. RETALIATION

Protected activity under this policy includes reporting an incident that may implicate this policy, participating in the grievance process, supporting a Complainant or Respondent, assisting in providing information relevant to an investigation, and/or acting in good faith to oppose conduct that constitutes a violation of this Policy.

Acts of alleged retaliation should be reported immediately to the Title IX Coordinator and will be promptly investigated. The College is prepared to take appropriate steps to protect individuals who fear that they may be subjected to retaliation.

It is prohibited for the College or any member of College's community, including students, to take materially adverse action by intimidating, threatening, coercing, harassing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by law or policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy and procedure.

Charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation.

The exercise of rights protected under the First Amendment does not constitute retaliation.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy and procedure does not constitute retaliation, provided that a determination regarding responsibility, alone, is not sufficient to conclude that any party has made a materially false statement in bad faith.

XII. CONFIDENTIALITY/PUBLIC RECORDS

All information regarding discrimination, harassment, retaliation, and sexual misconduct will remain confidential to the extent possible to provide for an effective investigation, and as allowed by law.

Written records developed through the use of this internal complaint process are confidential in accordance with state law until a final determination is made.



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title: ADVERTISING AND COMMERCIAL MATERIALS / SOLICITATION ON CAMPUS	Number: 3.01	Page: 1 of 2
See Procedures: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Legal Authority: Florida Statutes 1001.02, 1001.64, 1010.08	Board Adoption/Revision Approval Dates: 9/3/80, 6/10/87, 10/19/88, 6/14/95, 5/19/99, 4/24/01, 10/22/02, 10/26/04, 12/13/05, 9/27/11, 2/26/20, 02/26/25	

Advertising and Commercial Materials / Solicitation on Campus

Individuals other than students or members of campus organizations shall not be permitted on campus to distribute commercial or advertising materials, solicit funds, or sell goods or services to employees, students, or campus organizations without the prior, specific approval by the President or the President’s designee. This rule prohibits the placing of printed commercial or advertising materials on vehicles in college parking lots.

Materials which may not be approved by the President for distribution include:

1. Indecent, vulgar or lewd material or obscenity defined in reference to minors;
2. Libelous material;
3. Material that promotes illegal activities for minors; and
4. Material that infringes upon someone else’s copyright.
5. Material that violates state or federal law.

The college may limit the time, place and manner of the distribution of materials that are approved by the President. Such restrictions may include prohibition of materials in classrooms, hallways or other thoroughfares where distribution would disrupt the educational environment or impede the free flow of student movement, as well as areas where individuals have a reasonable expectation of privacy.



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title: ADVERTISING AND COMMERCIAL MATERIALS / SOLICITATION ON CAMPUS	Number: 3.01	Page: 2 of 2
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Rosters of employees and students will not be released to commercial or non-college organizations or businesses.

Exceptions to this rule are those companies approved by the college to offer an employee benefit through payroll deduction.

Use of College Name, Logo or Seal in Advertisement:

Neither the college name nor its logo or seal shall be used in any way in joint advertising without the approval of the President or the President's designee. In all instances, materials displaying the college name, seal or logo and/or marketing the college will utilize a tag line which advises that the college offers equal access and equal opportunity in its employment, admissions and educational activities and will not discriminate in any way. At a minimum, the tag line "an equal opportunity college" shall be used to convey the above information.

Use of Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) Name, Logo or Seal in Advertisement:

In no instance will the college use the logo or seal of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) in any form of advertisement. Should the college's accreditation be made a part of any advertisement, the following statement, unchanged in any way, is to be used: The College of Central Florida is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate and baccalaureate degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, GA 30033-4097 or call 404-679-4500 for questions about the accreditation of the College of Central Florida.



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title: REPEALED	Number: 4.05	Page: 1 of 1
See Procedures: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Legal Authority: Florida Statutes 1001.02, 1001.64, 1012.82 FAC 6A-14.041	Board Adoption/Revision Approval Dates: 5/23/00, 11/28/00, 10/22/02, 10/25/05, 02/26/2025	

This policy number was previously assigned to “Role and Responsibilities of Counselors”. The College no longer has Counselor positions.



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title: PAYMENT TO CONSTRUCTION CONTRACTORS	Number: 5.17	Page: 1 of 1
See Procedures: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Legal Authority: Florida Statutes 1010.02, 1013.50 SREF 6A-2.0111, Sec 4.2(3)	Board Adoption/Revision Approval Dates: 2/27/07, 02/26/25	

The District Board of Trustees shall award a construction contract to a qualified contractor and shall make periodic payments to contractors in accordance with the terms of the contract. This policy establishes guidelines for processing and distributing payments to capital construction project contractors during, and upon completion of, construction projects.

A. Payments During Construction

1. Contractor Requirements: An invoice or Application and Certificate for Payment (A1A form G702) from the contractor, certified for payment by the project architect, must precede any payments during construction. Payments during construction will be based on the architect's estimate of the percent of the work completed and, if approved by the architect, may include cost of materials properly stored on the job site. Five percent (5%) of the total cost of construction completed and materials stored to date shall be withheld as retainage.

B. Final Payment

1. Final payment may be made to the contractor upon the following:
 - a) A certificate of occupancy has been issued.
 - b) The project has been completed upon notification by the architect.
 - c) The District Board of Trustees has accepted the project.
2. The conditions for final payment to the contractor will be included in the construction contract.



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title: STUDENT ACTIVITIES	Number: 7.06	Page: 1 of 1
See Procedures: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Legal Authority: Florida Statutes 1001.02, 1001.64, 1009.23, 1009.25, 1009.26 FAC: 6A-14.057	Board Adoption/Revision Approval Dates: 9/3/80, 6/10/87, 11/14/84, 10/19/88, 9/28/99, 10/22/02, 10/25/05, 6/21/11, 02/26/25	

It is the intent of the college to provide students with appropriate activities, organizations, and clubs and to allocate funds from collected student activity and service fees to support such activities. A student governance organization will be established as the official representative of the student body in connection with matters relating to the college. All organizations must be open to any College of Central Florida student who meets the entrance requirements of the college and any additional membership requirements specific to a particular organization or club and approved by the college at the time the organization or club is officially recognized by the college. All organizations or clubs must have an advisor who is employed by the college and has approval from their direct supervisor to serve. Student groups seeking recognition by the college as an official club or organization must follow the procedures set forth by the Office of Student Life. The Student Activity Budget will be developed and recommended to the President by the Student Life Committee annually. The committee membership consists of students, staff, faculty, and administrators. Student groups not recognized by the college as official organizations or clubs may not participate in the student activity fee budget, planned activities, or free rental of college facilities or use “College of Central Florida” in its name or represent generally that it is an official student organization or club.

Student Activities Procedures and other pertinent information will be maintained by the office designated by the President as the responsible authority for student activities.



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title: COLLEGE PREPARATORY TESTING, PLACEMENT, AND INSTRUCTION	Number: 7.12	Page: 1 of 2
See Procedures: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Legal Authority: Florida Statutes 1007.263, 1007.271, 1008.30 FAC: 6A-10.024, 6A-10.0315, 6A-14.030	Board Adoption/Revision Approval Dates: 6/10/87, 10/19/88, 12/2/98, 10/22/02, 10/25/05, 6/21/11, 02/26/25	

Assessment of Academic Preparation

All first-time students and transfer students who have not successfully completed a college-level Math and English course and who are not exempt from placement testing as defined by Florida law are required to take a college level placement test. Exempt students shall not be required to enroll in developmental education instruction at the College. However, an exempt student may opt to be assessed and to enroll in developmental education, and the College shall provide such assessment and courses upon the student's request. Non-exempt students whose assessment results indicate a need for developmental education shall enroll in developmental education in the area of the deficiency.

Definitions

- A. **"Exempt Students"** - students exempt from placement testing to be assessed for readiness for College-level work in communication and computation include the following:
 1. students who entered 9th grade in a Florida public school in the 2003-2004 school year, or any year thereafter, and earned a Florida standard high school diploma; and
 2. students who are serving as an active duty member of any branch of the United States Armed Services.

- B. **"Non-Exempt Students"** - students who do not meet the exempt definition or have not earned credit for college-level coursework for reading, writing, and mathematics shall be assessed for readiness for College-level work prior to the completion of initial registration.

Title: COLLEGE PREPARATORY TESTING, PLACEMENT, AND INSTRUCTION	Number: 7.12	Page: 2 of 2
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Common Placement Tests

Students meeting or exceeding standard scores on any of the common placement tests identified in F.A.C. 6A-10.0315 may enroll in College-level courses. The College accepts scores on students' public high school transcripts as an official record of scores in addition to official score reports from the issuing entity listed in F.A.C. 6A-10.0315. A student who demonstrates readiness by achieving or exceeding standard test scores and enrolls in the College within two (2) years after achieving such scores shall not be required to retest or complete developmental education at the College. Scores must be less than two (2) years old to be valid.

Alternative Methods to Common Placement Tests

The College may use other measures of student achievement in addition to common placement test scores in order to advise students of enrollment options related to their chosen meta-major. The alternative methods include:

- A. Tests and assessments as designated in F.A.C. 6A-10.0315(3)(a);
- B. Performance in high school coursework as designated in F.A.C. 6A-10.0315(3)(b);
and
- C. Credit-by-examination as designated in F.A.C. 6A-10.0315(3)(c).
- D. Other methods subsequently approved by state law or administrative rule.

COLLEGE OF CENTRAL FLORIDA

7

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: January 22, 2025

SUBJECT: New Academic Program State Framework

INITIATOR: Dr. Jennifer Fryns
Vice-President Workforce and Innovation

DATE: January 15, 2025

OBJECTIVE AND PERTINENT FACTS:

The Dean for Business, Technology and Agricultural Sciences along with the Vice President for Workforce Development and Innovation and the Vice President for Academic Affairs recommend the development of a new A.S. degree to be proposed to the Florida Department of Education, and that the degree be developed and implemented in Spring 2026. There is a critical labor market need in our service area for individuals with this degree.

- Associate of Science – Precision Agriculture

RECOMMENDATION/ACTION REQUESTED:

That the Board approves the potential new academic program framework.

COLLEGE OF CENTRAL FLORIDA

8

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: January 22, 2025

SUBJECT: The College of Liberal Arts & Sciences at UF – “Going Gator” MOU

INITIATOR: Charles A. Prince
Vice President, Administration and Finance

DATE: January 15, 2025

OBJECTIVE AND PERTINENT FACTS:

The *Going Gator* program establishes selective academic “graduation paths,” created by UF CLAS and CF, to map student pathways from matriculation at CF through completion of baccalaureate degrees from UF CLAS. These graduation paths include all necessary pre-requisite coursework, tests, application processes, and other program-specific criteria. Students completing these criteria will be admitted to selected majors in UF CLAS and will have met all necessary major requirements to continue in their major's curriculum.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees ratify approval of The College of Liberal Arts & Sciences at UF – “Going Gator” Memorandum of Understanding.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COLLEGE OF LIBERAL ARTS AND SCIENCES
AT THE UNIVERSITY OF FLORIDA
AND
THE COLLEGE OF CENTRAL FLORIDA**

ESTABLISHING GOING GATOR, AN INTER-INSTITUTIONAL GUARANTEED TRANSFER PROCESS FOR SELECT MAJORS IN THE COLLEGE OF LIBERAL ARTS AND SCIENCES

THIS MEMORANDUM OF UNDERSTANDING (the “Agreement”) between the **University of Florida Board of Trustees**, a public body corporate of the State of Florida, for and on behalf of its **College of Liberal Arts and Sciences (“UF CLAS”)** and **The College of Central Florida District Board of Trustees (“CF”)**, shall become effective on the date last signed below. **UF CLAS** and **CF** are individually referenced as “Party” and collectively as “Parties”.

WHEREAS, the demand for higher education completion in Florida and in the North Central Florida region is continually growing; and

WHEREAS, the availability of highly skilled educators, professionals, entrepreneurs, and managers is a critical factor in the economic growth of the state; and

WHEREAS, the collaboration of higher education institutions can be employed to improve inter-institutional articulation, enhance access to higher education opportunities for students, and create a deep pool of highly skilled educators, professionals, entrepreneurs, and managers to provide a competitive advantage for the regions served by the Parties and Florida at large; and

WHEREAS, pursuant to the Florida Statutes, §§1007.22 and 1007.23, and implementing the State Board of Education Rule 6A-10.024, as well as the Board of Governors Rule 8.007, each Florida College System and State University System board of trustees shall adopt policies and procedures to provide articulated programs so that students can successfully progress towards their educational objectives as rapidly as their circumstances permit.

NOW, THEREFORE, the Parties agree to work together to expand the two-plus-two model as both the most effective and efficient system for producing quality graduates at all levels by implementing the *Going Gator* program outlined below:

- I. **Overview.** The *Going Gator* program establishes selective academic “graduation paths,” created by UF CLAS and CF, to map student pathways from matriculation at CF through completion of baccalaureate degrees from UF CLAS. These graduation paths include all necessary pre-requisite coursework, tests, application processes, and other program-specific criteria. Students completing these criteria will be admitted to selected majors in

UF CLAS and will have met all necessary major requirements to continue in their major's curriculum.

- II. **Guaranteed Admission.** The Parties will continue to create joint admissions programs and processes whereby students will be admitted to CF with the understanding that they are guaranteed admission to UF CLAS upon completion of specific academic criteria established to further the objectives of this Agreement.
- A. The Parties agree to ensure guaranteed admission to UF CLAS for Associate of Arts (A.A.) graduates from CF with a minimum cumulative GPA of 2.5 and successful completion of other prerequisite competitive criteria established for UF CLAS majors, as outlined at <https://www.advising.ufl.edu/admissions/transfer-admissions/>. The UF CLAS majors eligible for guaranteed admission are: African American Studies, Anthropology, Astronomy, Botany, Classical Studies, English, Foreign Languages and Literatures (all specializations), Geography (including Environmental Geosciences), Geology (including Environmental Geosciences), Hispanic and Latin American Languages, Literatures and Linguistics (all specializations), Linguistics, History, Jewish Studies, Meteorology, Philosophy, Physics, Religion, Sustainability Studies, Women's Studies, and those entering any of the above majors with the intention of adding a College of Education Minor in English or in Social Studies.
- i. Applicants who have not yet completed the A.A. degree but are likely to satisfy the requirements explained above may be admitted to the UF CLAS program with certain conditions, as is standard with transfer applications, such as completion of coursework in progress and awarding of the A.A. degree.
- ii. Students who do not meet the required criteria may be referred to UF Student Success' transitional academic advising for guidance on preparing for successful application to UF.
- B. UF CLAS and CF faculty and advisors will work together to define initial pathway course requirements and sequences according to institutional course offerings, learning outcomes, and degree requirements and meet annually to review, update, and edit these agreements as necessary.
- C. CF will identify, recruit, and admit students meeting the prerequisites to join the *Going Gator* program. These prerequisites include a stated interest in transferring to UF CLAS in the provided selection of majors for which a graduation path is developed and anticipated completion of the necessary coursework during the A.A. degree.
- D. UF CLAS and CF faculty/deans/Associate Vice Presidents (AVPs) will work together to create new marketable pathways for students to further their education and career

opportunities in liberal arts and sciences majors. Faculty/Deans/AVPs will work with *Going Gator* staff to update current pathways annually.

- E. UF CLAS and CF will coordinate to complete the required annual Board of Governors report in collaboration with UF's Office of Institutional Planning and Research. The report will also be shared with the UF Provost's Office and the Division of Enrollment Management to provide a status report on the *Going Gator* program.
- III. **Transfer to UF CLAS.** *Going Gator* participants are expected to transfer to UF CLAS upon the completion of all A.A. requirements and the awarding of the associate degree by CF. In rare cases, should UF accept program participants prior to earning their associate degree the Parties will work together to develop procedures and practices to facilitate the awarding of the associate degrees by CF. UF will identify *Going Gator* participants transferring without the A.A. from CF, track progression, and once appropriate coursework has been completed, share student data with CF to allow the A.A. degree to be awarded. Student consent must be received prior to the exchange of restricted data.
- IV. **Academic Advising Models.** The Parties will continue to develop collaborative academic advising models to make student transfer seamless through such efforts as co-advising, regular joint professional development and cross-training, ongoing regional workshop events, and other collaborative opportunities.
- A. Within the *Going Gator* program, UF CLAS' responsibilities include attending and presenting at all *Going Gator* orientations, hosting advising sessions on CF campus and virtually (individual and group), organizing extracurricular activities on the UF campus for students, organizing college success workshops for students, providing CF with assistance completing progress checks during the semester, organizing group major advising sessions, and other duties as needed.
 - B. CF will adopt policies permitting *Going Gator* students to receive priority registration.
- V. **Transition to UF CLAS.** The Parties will establish a closer alignment of systems, policies, and procedures to ensure seamless transitions for students to UF CLAS.
- A. CF will add a *Going Gator* attribute to student accounts, provide information on *Going Gator* enrollees to UF CLAS, and send final transcripts to UF CLAS when the student graduates.
 - B. UF applicants referred to enter the *Going Gator* program will receive guidance for applying and becoming a *Going Gator* student at CF.
 - C. UF CLAS will identify the student referrals as *Going Gator* candidates and utilize the attribute once the student applies at the conclusion of their A.A.

- D. UF CLAS and CF will obtain student approval to share data for recruitment and data tracking purposes.
- VI. **Marketing.** The Parties will work together to develop joint marketing and co-branding of the *Going Gator* program. Notwithstanding the foregoing, no Party will use any other Party's trademarks, trade names, service marks, service names, brand names, domain names, URLs or logos or any other licensed mark or intellectual property in any manner without the prior written consent from such Party of such use.
- VII. **Term.** This Agreement will become active on the date of the last required signature and applies to applicants for the Summer B 2025 semester and beyond. The Agreement will be in effect for a period of three (3) years, at which time it may be renewed upon mutual written agreement.
- VIII. **Termination.** Any Party may terminate this Agreement with ninety (90) days' prior written notice. If notice of termination is given under this clause, the Parties shall agree in writing to a mechanism for ensuring that students registered for any program under this Agreement are able to complete it. Upon notice of termination, the Parties will cease to promote or market the program and not register any new students.
- IX. **Compliance.** The Parties have set forth the terms, conditions, and responsibilities in the Agreement in the good faith belief that they are fully in compliance with all legal and accreditation requirements generally applicable to all Parties; however, in the event that if any Party determines in its sole discretion that the performance of any obligation herein is in violation of such legal or accreditation requirement, the Parties agree that such obligation shall be promptly modified to the extent necessary to secure continued compliance with such legal and accreditation requirements. If any Party determines in its sole discretion that such obligations cannot be modified to secure continued compliance, that Party may terminate this Agreement effective immediately upon written notice.
- X. **Non-Discrimination.** The Parties agree not to discriminate against any person on grounds of race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, political opinions or affiliations, veteran status, or other legally protected class under the laws of the State of Florida or federal law.
- XI. **Public Records.** As public institutions, the Parties are subject to Public Records Law (Chapter 119, F.S.). The public shall have access to public records, including those related to this Agreement, unless said records are deemed exempt and/or confidential by law. Each Party shall have the right to terminate this Agreement at any time for refusal by another Party to allow access to public records.

- XII. **Protected Information.** The Parties agree to comply with all applicable federal and state laws and regulations regarding the protection of data, including without limitation the Family Educational Rights and Privacy Act (“FERPA”), and to work together to facilitate the Parties’ obligations under those laws and regulations.
- XIII. **Liability.** Each Party assumes any and all risks of personal injury and property damage with respect to the willful or negligent acts or omissions of its officers, employees, and agents while acting within the scope of their respective employment. The Parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents, political subdivisions, and agencies to be sued; or (3) a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.
- XIV. **Annual Appropriation.** The obligations of the Parties under this Agreement are subject to the availability of funds lawfully appropriated annually for their purposes by the Legislature of the State of Florida.
- XV. **Independent Contractor.** The Parties expressly agree that each Party is an independent contractor and that they have no relationship other than the one created by this Agreement. The Parties agree that they shall not receive any benefits other than those expressly provided herein. This Agreement does not constitute a joint venture or partnership between the Parties. The Parties expressly agree that no agent, servant, contractor, or employee of one Party shall be deemed an agent, servant, contractor, or employee of the other Party.
- XVI. **Application of Florida Law.** This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of Florida.
- XVII. **Severability.** If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement nevertheless shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.
- XVIII. **Successors and Assigns.** Each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the Parties

hereto and, to the extent permitted by this Agreement, their respective successors and assigns. No Party may assign this Agreement (by operation of law or otherwise) without the prior written consent of the other Party.

XIX. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and a facsimile or portable document format (PDF) document shall be deemed to be an original signature for all purposes under this Agreement.

XX. **Entire Agreement.** This Agreement represents the entire understanding of the Parties with reference to the matters set forth herein. This Agreement supersedes all prior negotiations, discussions, correspondence, communications, and prior agreements among the Parties relating to the subject matter herein. This Agreement may be modified only by mutual agreement, in writing and signed by both Parties.

[Signature Page to follow]

**SIGNATURE PAGE FOR THE MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COLLEGE OF LIBERAL ARTS AND SCIENCES
AT THE UNIVERSITY OF FLORIDA
AND
THE COLLEGE OF CENTRAL FLORIDA**

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officers to execute and deliver this Agreement as of the last date signed below.

University of Florida

Marty Watt
Interim Dean, College of Liberal Arts and Sciences
University of Florida

Date

Joseph Glover
Interim Provost and Senior Vice President for Academic Affairs
University of Florida

Date

College of Central Florida

James D. Henningsen
President
College of Central Florida

12/6/24
Date

COLLEGE OF CENTRAL FLORIDA

09

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: January 22, 2025

SUBJECT: Property Donation

INITIATOR: Charles A. Prince
Vice President of Administration & Finance

DATE: January 15, 2025

OBJECTIVE AND PERTINENT FACTS:


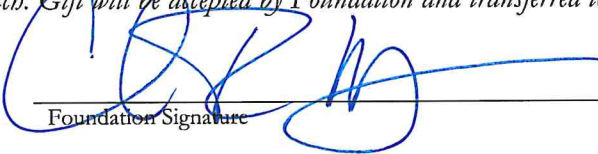

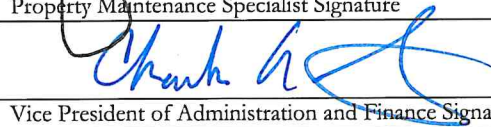
By law, the Board is required to account for all property. Periodically, donations are brought to the Board for recording and, subsequently, entered into our property records as required. This form covers a recent donation received by the College. Appropriate letter of appreciation has been sent by the CF Foundation.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the donation from Tampa General Hospital – Crystal River and authorize the Board Chair to sign.



ACCEPTANCE OF DONATIONS

Property Inventory Control	Date Donation Received: 12/17/2024	MM/DD/YY
<i>The following donor information is to be completed by department budget authority:</i>		
Donor Name: <u>McCauley Jason</u>		
Last	First	Middle (complete) Jr., etc.
Mailing Address: <u>6201 N. Suncoast Blvd. Crystal River FL 34428</u>		
Street/P.O. Box	City	State Zip Code
Telephone No.: <u>3527958588</u>		
Name of item to be donated: <u>GE 8 ultrasound system</u>		
Description of item to be donated: <u>ultrasound system with cardiac and vascular probes</u>		
Original cost of item: \$ <u>44,000.00</u>		Age of item: <u>10-12 yrs</u>
Approximate current fair market value of item: \$ <u>8000.00</u>		<i>(Not for tax purposes)</i>
Explain any restrictions on use or disposition of item being donated: <i>(See procedures)</i>		
NA		
Is the item to be donated Real Property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If "Yes," STOP and notify property control office.</i>		
Will the donation require Physical Plant resources? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If "Yes," check with Physical Plant office.</i>		
Itemized annual maintenance cost: \$ <u>100</u> <i>(Estimate)</i>		
Can maintenance costs be covered within existing budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Will the donated item's use incur any liability to the college or to college personnel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Recommendation		
From: Department Budget Authority <i>(Usability in program)</i>		
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject		
 Budget Signature <u>R. MCGINNIS</u>		<u>12.10.24</u> Date: MM/DD/YY
To: Foundation <i>(Review donation for possible state match. Gift will be accepted by Foundation and transferred to college.)</i>		
<input checked="" type="checkbox"/> Accept for state match		
<input type="checkbox"/> Not usable for state match		
 Foundation Signature		<u>DEC 11 2024</u> Date: MM/DD/YY
Comments: _____		
To: Property Maintenance Specialist <i>(Capital asset determination)</i>		
<input checked="" type="checkbox"/> To be added to inventory		
<input type="checkbox"/> Does not meet inventory criteria		
 Property Maintenance Specialist Signature		<u>12/16/24</u> Date: MM/DD/YY
To: Vice President of Administration and Finance <i>(Board agenda item)</i>		
 Vice President of Administration and Finance Signature		<u>1-9-25</u> Date: MM/DD/YY
Date approved by District Board of Trustees: _____ MM/DD/YY		
Date entered on inventory: _____ MM/DD/YY		Initials: _____



December 12, 2024

Tampa General Hospital Crystal River
Mr. Jason McCauley
Director, Cath Lab and Imaging Departments
6201 N Suncoast Blvd
Crystal River, FL 34428-6712

Dear Mr. McCauley,

Thank you for your gift of a used GE 8 ultrasound system with cardiac and vascular probes to the College of Central Florida Health Sciences Department.

Your generosity and support of CF students is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'Christopher R. Knife', written over a large, stylized circular flourish.

Christopher R. Knife
Vice President - Institutional Advancement
CEO - CF Foundation

cc: Rodney McGinnes
Associate Dean - Health Sciences

COLLEGE OF CENTRAL FLORIDA

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: January 22, 2025

SUBJECT: Monthly Financial Summary Reports – November & December

INITIATOR: Charles A. Prince
Vice President of Administration & Finance

DATE: January 15, 2025

OBJECTIVE AND PERTINENT FACTS:

Each month the Board is provided with Monthly Financial Summary Reports for all funds and additional information of general college operations (Fund 1) indicating major fiscal matters, including trends, revenue, and expense analysis. The Monthly Financial Summary Reports for November and December are attached.

RECOMMENDATION/ACTION REQUESTED:

That the Board acknowledges the receipt of the Monthly Financial Summary Reports and requests the report be filed with the Board meeting records.

COLLEGE OF CENTRAL FLORIDA

November 2024 Financial Summary

Variance Notes

FY 2023-24 TO FY 2024-25

Revenues

Line 1: Increase in student fees compared to this period last year.

Line 2: State Appropriations decreased compared to this period last year.

Line 3: Increase in other revenue and from interest received compared to prior year.

Expenses

Line 6: Increase in salary and wages compared to this period last year.

Line 7: Increase in employee benefits compared to this period last year.

Line 9: Decrease of technology repair/maintenance annual contracts paid and insurance compared to this period last year.

Line 10: Increase in educational materials and data software compared to this period last year.

Line 11: Slight decrease in Scholarships and Other Expenses compared to this period last year.

Line 13: Decrease in Capital Outlay expenses compared to this period last year.

COLLEGE OF CENTRAL FLORIDA
GENERAL COLLEGE OPERATIONS FUND 1
MONTHLY FINANCIAL SUMMARY AS OF NOVEMBER 30, 2024
FOR FISCAL YEARS 2024 AND 2025

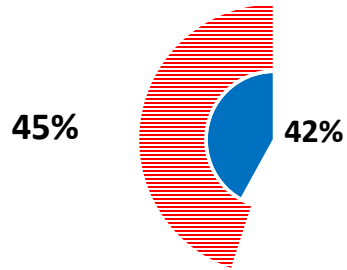
Reflecting Actual Results for 42% of the Fiscal Year

	FY 2023-24 11/30/2023	FY 2024-25 11/30/2024	24/25 %	23/24 %	FY 2024-25 Budget	24/25 % of Budget Recognized	23/24 % of Budget Recognized
			Inc (Dec)	Inc (Dec)			
REVENUES							
1 Student Fees	9,238,682	9,932,926	8%	6%	13,599,795	73%	73%
2 State Support	15,634,948	15,136,943	-3%	12%	42,744,885	35%	35%
3 Other Revenue	1,539,520	1,733,539	13%	-82%	2,674,179	65%	67%
4 Transfer from Fund Balance	0	0	0%	0%	1,200,000	0%	0%
5 TOTAL REVENUE	26,413,150	26,803,408	1%	-16%	60,218,859	45%	45%
EXPENSES							
Personnel Expense							
6 Salary and Wages	10,604,545	11,272,186	6%	9%	30,963,736	36%	34%
7 Employee Benefits	3,190,770	3,411,451	7%	16%	9,920,801	34%	32%
8 Subtotal Personnel Expense	13,795,315	14,683,637	6%	10%	40,884,537	36%	34%
Current Expenses							
9 Operating	4,059,449	3,720,215	-8%	16%	12,597,612	30%	48%
10 Supply & Material	1,335,256	1,593,112	19%	12%	1,834,176	87%	44%
11 Scholarships & Other Exp	1,416,482	1,402,057	-1%	-66%	3,047,328	46%	46%
12 Subtotal Current Expense	6,811,187	6,715,384	-1%	-21%	17,479,116	38%	47%
13 Capital Outlay Expense	877,279	829,492	-5%	0%	1,855,206	45%	39%
14 TOTAL EXPENSES	21,483,781	22,228,513	3%	-3%	60,218,859	37%	37%
15 Incr/Decr to Fund Balance	4,929,369	4,574,895	-7%	-46%	0		

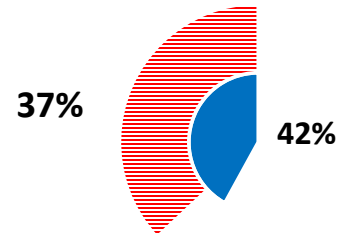
COLLEGE OF CENTRAL FLORIDA
SCHEDULE OF ACCOUNTS
Income Statement
As of November 30, 2024

	CURRENT FUND UNRESTRICTED	CURRENT FUND RESTRICTED	AUXILIARY CURRENT	LOAN AND ENDOWMENTS	SCHOLARSHIP RESTRICTED	AGENCY FUND	UNEXPENDED PLANT	TOTAL
	Fund 1	Fund 2	Fund 3	Fund 4	Fund 5	Fund 6	Fund 7	
Revenue:								
Student Fees	9,932,926	713,125	-	-	419,003	-	1,267,457	12,332,511
State Support	15,136,943	-	-	-	-	-	836,824	15,973,767
Federal Support	17,429	-	-	-	11,138,100	3,400,089	-	14,555,618
Gifts, Grants	-	5,449,933	-	-	-	-	-	5,449,933
Sales and Service Department	305,285	113,896	270,372	-	-	-	-	689,552
Interest Earnings	1,146,496	-	-	-	-	-	-	1,146,496
Other Revenue	37,409	1,368,246	-	-	-	-	-	1,405,655
Non-Revenue Receipts (transfers)	226,920	150,228	1,851,170	-	-	-	-	2,228,319
Total Revenue	26,803,408	7,795,427	2,121,542	-	11,557,103	3,400,089	2,104,281	53,781,850
Expenses:								
Personnel Services	14,683,637	1,765,674	91,525	-	-	-	53,912	16,594,749
Current Expense	6,715,384	1,799,857	2,157,486	-	11,497,515	3,400,547	243,856	25,814,644
Capital Outlay	829,492	11,497	2,615	-	-	-	4,069,676	4,913,280
Total Expenses	22,228,513	3,577,028	2,251,626	-	11,497,515	3,400,547	4,367,444	47,322,672
Net Change in Fund Balance	4,574,895	4,218,400	(130,084)	-	59,588	(458)	(2,263,163)	6,459,178

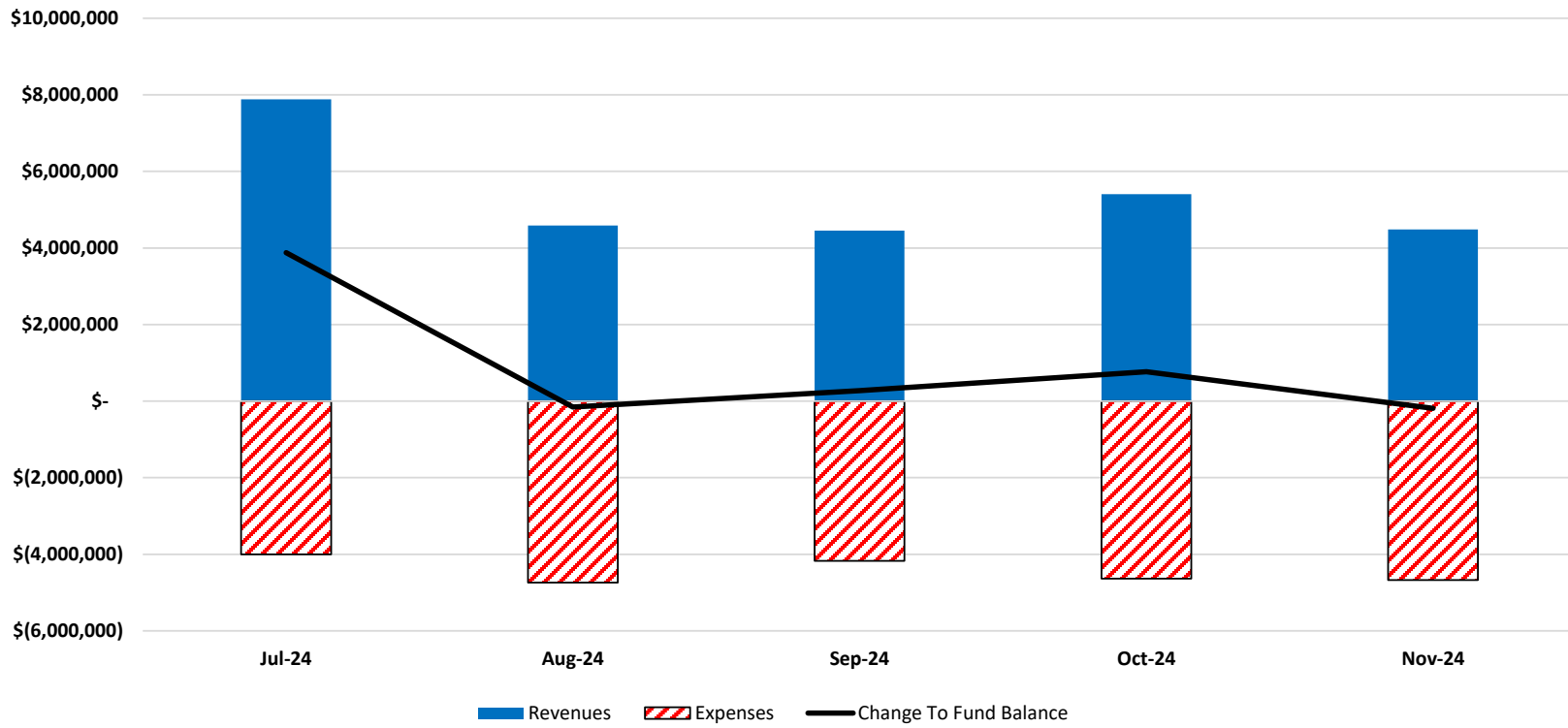
Revenues
% of Budget vs % of Fiscal Year



Expenses
% of Budget vs % of Fiscal Year



FY 2024-2025
Fund 1 - Monthly Revenues, Expenses, & Change to Fund Balance



COLLEGE OF CENTRAL FLORIDA

December 2024 Financial Summary

Variance Notes

FY 2023-24 TO FY 2024-25

Revenues

Line 1: Increase in student fees compared to this period last year.

Line 2: State Appropriations decreased compared to this period last year.

Line 3: Increase in other revenue and from interest received compared to prior year.

Expenses

Line 6: Increase in salary and wages compared to this period last year.

Line 7: Increase in employee benefits compared to this period last year.

Line 9: Decrease of technology repair/maintenance annual contracts paid and insurance compared to this period last year.

Line 10: Increase in educational materials and data software compared to this period last year.

Line 11: Decrease in Scholarships and Other Expenses compared to this period last year.

Line 13: Decrease in Capital Outlay expenses compared to this period last year.

COLLEGE OF CENTRAL FLORIDA
GENERAL COLLEGE OPERATIONS FUND 1
MONTHLY FINANCIAL SUMMARY AS OF DECEMBER 31, 2024
FOR FISCAL YEARS 2024 AND 2025

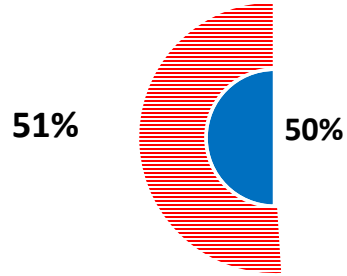
Reflecting Actual Results for 50% of the Fiscal Year

	FY 2023-24 11/30/2023	FY 2024-25 11/30/2024	24/25 %	23/24 %	FY 2024-25 Budget	24/25 % of Budget Recognized	23/24 % of Budget Recognized
REVENUES							
1 Student Fees	9,628,916	10,735,762	11%	3%	13,599,795	79%	76%
2 State Support	18,727,429	18,114,028	-3%	12%	42,744,885	42%	42%
3 Other Revenue	1,787,725	2,057,272	15%	-65%	2,674,179	77%	132%
4 Transfer from Fund Balance	0	0	0%	0%	1,200,000	0%	0%
5 TOTAL REVENUE	30,144,070	30,907,062	3%	-10%	60,218,859	51%	53%
EXPENSES							
Personnel Expense							
6 Salary and Wages	12,911,574	13,783,168	7%	9%	30,963,736	45%	42%
7 Employee Benefits	3,899,554	4,311,754	11%	17%	9,920,801	43%	39%
8 Subtotal Personnel Expense	16,811,128	18,094,922	8%	10%	40,884,537	44%	41%
Current Expenses							
9 Operating	4,379,786	4,128,303	-6%	12%	12,597,612	33%	51%
10 Supply & Material	1,438,990	1,791,770	25%	7%	1,834,176	98%	49%
11 Scholarships & Other Exp	1,744,245	1,647,437	-6%	-29%	3,047,328	54%	96%
12 Subtotal Current Expense	7,563,021	7,567,510	0%	-6%	17,479,116	43%	60%
13 Capital Outlay Expense	911,620	868,169	-5%	6%	1,855,206	47%	44%
14 TOTAL EXPENSES	25,285,769	26,530,601	5%	4%	60,218,859	44%	46%
15 Incr/Decr to Fund Balance	4,858,301	4,376,461	-10%	-48%	0		

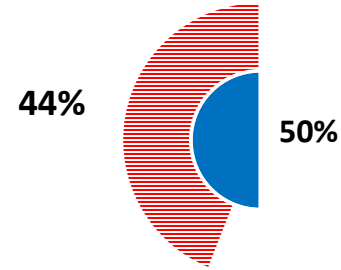
COLLEGE OF CENTRAL FLORIDA
SCHEDULE OF ACCOUNTS
Income Statement
As of December 31, 2024

	CURRENT FUND UNRESTRICTED	CURRENT FUND RESTRICTED	AUXILIARY CURRENT	LOAN AND ENDOWMENTS	SCHOLARSHIP RESTRICTED	AGENCY FUND	UNEXPENDED PLANT	TOTAL
	Fund 1	Fund 2	Fund 3	Fund 4	Fund 5	Fund 6	Fund 7	
Revenue:								
Student Fees	10,735,762	768,436	-	-	451,419	-	1,365,345	13,320,962
State Support	18,114,028	-	-	-	-	-	844,473	18,958,501
Federal Support	35,762	-	-	-	12,377,811	3,425,720	-	15,839,293
Gifts, Grants	-	5,794,619	-	-	-	-	-	5,794,619
Sales and Service Department	376,369	138,934	306,827	-	-	-	-	822,130
Interest Earnings	1,349,876	-	-	-	-	-	-	1,349,876
Other Revenue	68,345	1,449,896	-	-	-	-	-	1,518,241
Non-Revenue Receipts (transfers)	226,920	289,152	1,851,170	-	-	-	-	2,367,242
Total Revenue	30,907,062	8,441,037	2,157,997	-	12,829,230	3,425,720	2,209,818	59,970,864
Expenses:								
Personnel Services	18,094,922	2,147,789	110,621	-	-	-	64,786	20,418,117
Current Expense	7,567,510	1,948,427	2,178,588	-	11,715,188	3,427,078	251,080	27,087,871
Capital Outlay	868,169	439,079	2,615	-	-	-	5,701,883	7,011,746
Total Expenses	26,530,601	4,535,294	2,291,824	-	11,715,188	3,427,078	6,017,748	54,517,734
Net Change in Fund Balance	4,376,461	3,905,743	(133,828)	-	1,114,042	(1,358)	(3,807,930)	5,453,129

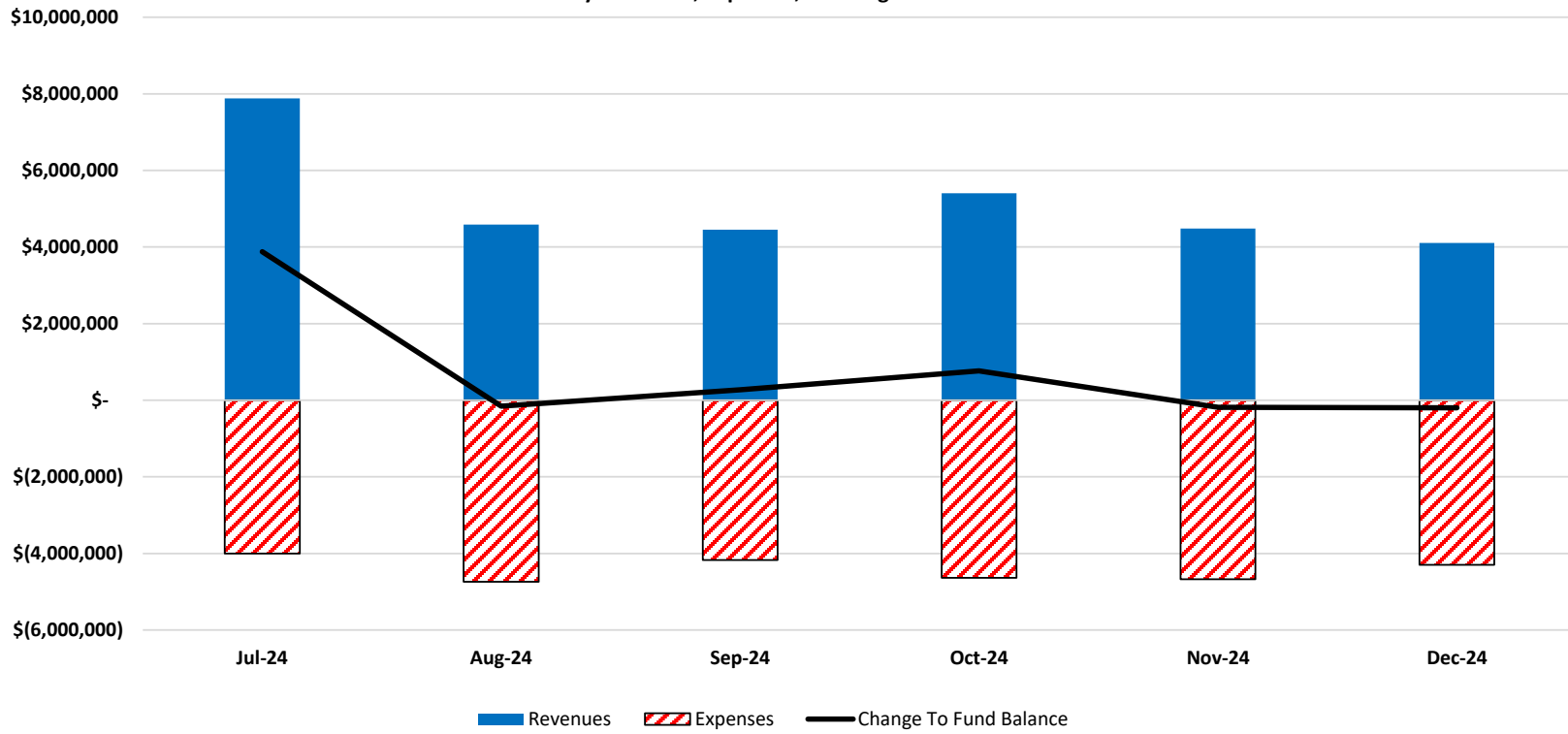
Revenues
% of Budget vs % of Fiscal Year



Expenses
% of Budget vs % of Fiscal Year



FY 2024-2025
Fund 1 - Monthly Revenues, Expenses, & Change to Fund Balance



COLLEGE OF CENTRAL FLORIDA

11

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: January 22, 2025

SUBJECT: Spring Enrollment Update

INITIATOR: Dr. Saul Reyes, Vice President Enrollment Management & Student Affairs

DATE: January 15, 2025

OBJECTIVE AND PERTINENT FACTS:

An update on Spring enrollment will be presented.

RECOMMENDATION/ACTION REQUESTED:

For information only; no action required.

COLLEGE OF CENTRAL FLORIDA

12

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: January 22, 2025

SUBJECT: Legislative Update

INITIATOR: Dr. James D. Henningsen
President

DATE: January 15, 2025

OBJECTIVE AND PERTINENT FACTS:

Dr. James Henningsen will give a Legislative update.

RECOMMENDATION/ACTION REQUESTED:

For the Board's information only – No action needed.